DOCUMENT RESUME

ED 279 005 CS 210 285

TITLE The 1987 Invitation to Submit for Adoption in California Basic Instructional Materials in the Areas of English/Language Arts.
INSTITUTION California State Dept. of Education, Sacramento.
PUB DATE 86
NOTE 105p.
AVAILABLE FROM Publications Sales, California State Department of Education, P.O. Box 271, Sacramento, CA 95802-0271.
PUB TYPE Guides - Non-Classroom Use (055)

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS Elementary Education; *English Curriculum; *Instructional Material Evaluation; *Instructional Materials; *Language Arts; Material Development; Media Selection; *Textbook Selection; Writing for Publication
IDENTIFIERS *California; *Invitation to Submit Materials

ABSTRACT

Designed for publishers and producers, this document initiates the annual subject area(s) adoption of basic instructional materials for California schools, kindergarten through eighth grade. The document presents an overview of the total instructional materials adoption-distribution process, specific instructions relating to initial submissions and the English/language arts program, and discusses, in six sections, the schedule of significant events for the 1987 adoption. Respectively, sections address the adoption process, contain information on instructional materials funding, detail the ordering and distribution process, outline special approvals, discuss requests for additional information, and address abbreviations and acronyms. Attachments comprise the bulk of the document and include (1) the currently scheduled subject framework/adoption cycle; (2) applicable "Education Code" provisions; (3) instruction and sample copies for completing form CFTD-2; (4) requirements for International Standard Book Number (ISBN); (5) instructions for completing program descriptions; (6) textbook and instructional materials standards for listening, speaking, reading, and writing; (7) a sample copy of standard agreement (contract) between the State Board of Education and the publisher; (8) sample copies of "Statement of Publisher Submitting Books for Adoption" and "Price Quotation on Instructional Materials"; (9) payment approval process and procedures; and (10) standards for evaluation of instructional materials with respect to social content. (JD)

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The 1987 Invitation to Submit for Adoption in California Basic Instructional Materials in the Areas of English/Language Arts

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Bill Honig, Superintendent of Public Instruction
Sacramento, 1986

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1986

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INTRODUCTION

This document (Invitation to Submit Materials) initiates the annual subject area(s) adoption of basic instructional materials for use in California schools, kindergarten through eighth grade. An overview of the total instructional materials adoption-distribution process and specific instructions relating to initial submissions are provided within this Invitation. By submitting materials for adoption, publishers/producers agree to follow the procedures set forth in the Invitation. Failure to comply may result in disqualification.

Subject areas to be adopted in September, 1987, are in English/language arts. See Attachment 6. This English/language arts adoption will terminate in 1994.

Changes in legislation, regulations, or policies may affect the processes and procedures specified in this document. Inquiries relating to the adoption process should be directed to the Department of Education, Office of Curriculum Framework and Textbook Development, P.O. Box 944272, Sacramento, CA 94244-2720, telephone (916) 445-2731. Inquiries relating to the contract, distribution and payment processes should be directed to the Department of Education, Textbook Distribution Unit, (916) 323-2590, at the same address.

FRAMEWORK/ADOPTION CYCLE

California has a six-year framework/adoption cycle, with subject-area frameworks scheduled for publication three years prior to the adoption of the instructional materials. Attachment 1 depicts the currently scheduled subject framework/adoption cycle.

A curriculum framework for each major subject-matter area is produced under the direction of the Curriculum Development and Supplemental Materials Commission (CDSMC) (commonly referred to as the Curriculum Commission). The California State Board of Education receives recommendations from the Curriculum Commission and input from other sources prior to adopting a specific framework. Frameworks outline curriculum content elements for which criteria are developed for evaluating instructional materials. Members of the Curriculum Commission's Instructional Materials Evaluation Panels (IMEPs) use these criteria and textbook standards in judging and recommending instructional materials for adoption. See Attachment 6. All approved frameworks may be purchased by calling or writing:

California State Department of Education
Publications Sales Office
P.O. Box 271
Sacramento, CA 95802-0271
(916) 445-1260

LEGAL AUTHORITY

The State Board of Education acts to adopt instructional materials in accordance with California Education Code sections 60200 and 60201, under the authority of Article IX, Section 7.5 of the State Constitution. Legal

definitions are contained in sections 60011-60028 of the Education Code. Education Code sections 60040-60285 (Attachment 2) contain pertinent provisions of the Education Code relating to the submission of instructional materials.

ENGLISH/LANGUAGE ARTS PROGRAM DESCRIPTION

The K-8 English/language arts adoption of 1987 greatly reflects the research of the past ten years. The focus will be on English content, which is presented in meaningful contexts as contrasted with emphasis on isolated skill drills. The reading/literature adoption of 1987-88 will continue the thrust of recent research by emphasizing the interrelationships of listening, speaking, reading, and writing.

Some immediate applications of these insights would call for these characteristics in English/language arts programs:

A systematic K-8 language arts curriculum which is articulated and implemented at all grade levels

Instructional programs which emphasize the integration of listening, speaking, reading, and writing

Direct instruction that makes explicit the strategies of comprehending and composing

A program which promotes frequent writing and which includes attention to the various stages of the writing process, such as prewriting, writing, responding, revising, editing, developing skills with the conventions of writing, evaluating, and postwriting

Direct teaching of the conventions of language, such as spelling, grammar, and punctuation, so that students can use these conventions at the level of correctness expected of a literate society

A content-based program, referenced to literature, which exposes all students to meaningful language activities, with a focus on comprehension and composition, incorporating the full range of thinking skills

Assessment that is driven by the full range of goals of the language arts program, is aligned with what students are expected to learn in a balanced language arts program, and provides alternative strategies and forms of testing

For an expansion of the above program description, refer to Attachment 6, "Textbook and Instructional Materials Standards for Listening, Speaking, Reading, and Writing, Kindergarten Through Grade Eight."

SCHEDULE OF SIGNIFICANT EVENTS
FOR THE 1987 ADOPTION

ENGLISH AND RELATED SUBJECTS

EVENT	DEADLINE
1. Distribution of Invitation to Submit to representatives of publishers/producers	October 6, 1986
2. Deadline for receipt of submission lists/ catalogs/narrative descriptions and NASTA specifications by SDE	December 1, 1986
3. Distribution of sampling instructions to all publishers/producers	February 25, 1987
4. Distribution of requests for bids	March 3, 1987
5. Receipt of formal bids by SDE	April 10, 1987
6. Deadline for receipt of samples to all designated shipping locations	April 10, 1987
7. Completion of inventory survey at random sites by SDE/CFTD representatives	April 10-17, 1987
8. Beginning date of legal compliance reviews and educational content reviews	April 25, 1987
9. Publishers' presentations to IMEPs	May 11-15, 1987
10. Distribution of disqualification notices to publishers/producers for failure to meet sampling requirements	May 15, 1987
11. Completion of legal compliance reviews; final date for written public input regarding compliance	May 22, 1987
12. Deadline for distribution of notices of noncompliance (LCC) to publishers/producers	June 5, 1987
13. Deadline for receipt by SDE of responses to notices of noncompliance (LCC)	30 days From Date of Notice
14. Distribution of notices to publishers/producers whose royalty rates or prices are not in compliance with State Board policy	June 12, 1987

15.	Completion of educational content review	June 26, 1987
16.	Deadline for written public input regarding content	July 10, 1987
17.	Receipt by SDE of responses to June 12th notice (royalty)	July 13, 1987
18.	Deadline for completion of legal compliance appeals (first level)	July 17, 1987
19.	Public input session of Curriculum Commission	July 22, 1987
20.	Recommendations of subject-matter committees to Curriculum Commission	July 24, 1987
21.	Deadline for completion of legal compliance appeals (second level)	July 31, 1987
22.	Advance listing of recommended materials to IMDCs	August 4, 1987
23.	Notification to publishers/producers regarding Commission's recommendations	August 4, 1987
24.	Public display of recommended materials at IMDCs	September 8 to October 8, 1987
25.	Recommendations of Curriculum Commission to State Board of Education	October 8, 1987
26.	Public hearing of SPE	October 8, 1987
27.	Adoption of materials by SBE	October 9, 1987
28.	Deadline for publishers/producers of adopted instructional materials to deliver 40 sets of these materials to selected sites	November 27, 1987
29.	Distribution of contracts to publishers/ producers of instructional materials	December 7, 1987
30.	Distribution of Program Descriptions and Price List and Order Form	January 8, 1987
31.	Final receipt of completed "California Revisions"	February, 1988
32.	School districts begin ordering newly adopted materials	March 1, 1988

33. Receipt by SDE of orders for materials needed by July (summer schools, year-round schools, and early deliveries)	April 1, 1988
34. Receipt by SDE of orders for materials needed for the opening of the new school year (1988-89)	May 2, 1988
35. Orders for materials sent to publishers/ producers (summer schools, year-round schools, and early deliveries)	May 2, 1988
36. Receipt of final orders using order form for current school year	May 2, 1988
37. Delivery of materials to schools (summer schools, year-round schools, and early deliveries)	June 1 to July 1, 1988
38. Delivery of orders for materials sent to publishers/producers for opening of the new school year	Early June (Depends on Computer Cycle)
39. Delivery of materials to schools for opening of the new school year	August 15 to September 5, 1988

I. ADOPTION PROCESS

A. Invitation to Submit Materials

Annually, the State Department of Education, on behalf of the State Board of Education, issues an Invitation to Submit Materials for the subject areas scheduled for adoption. The Invitation is distributed to publishers who have notified the Department's Office of Curriculum Framework and Textbook Development (CFTD) of their interest in participating in the process.

B. Submissions

In response to the Invitation, publishers submit lists of all basic programs and components which they desire to be adopted for use in California schools. All materials to be submitted for adoption are to be listed on the Form CFTD-2. See Attachment 3.

1. Materials

a. Instructional Materials Appropriate for Submission

(1) Materials in subject areas specified on the title page of this document.

(2) Basic instructional material program components only. "Basic instructional materials" are designed for use by pupils as a principal learning resource that meets in organization and content the basic requirements of the intended course (EC 60012). These components generally include students' materials, teachers' materials, and ancillary materials that must be connected to the students' and teachers' materials.

(3) Basic instructional materials previously adopted and due to expire in 1988.

b. Submission of Related Teachers' Materials

(1) If teachers' materials are provided free (in the ratio of 1:25), they must also be available for purchase. Many California classes are too small to qualify for free teachers' materials. Failure to provide teachers' materials for purchase (in any quantity) will result in disqualification of both teachers' materials and students' editions.

(2) Each student's edition must be accompanied by some form of teacher's edition/guide/manual. Failure to submit teachers' materials along with a student's edition will result in disqualification of the student's edition.

(3) Teachers' materials must be supplied free on the same basis as elsewhere in the United States, even when the state of California prints the adopted materials.

(4) If teachers' editions are provided free, they must be supplied in a ratio of 1:25 to accompany any single student's textbook whether the student's textbook is printed in a single or multilevel format.

(5) If materials other than teachers' editions are provided free, publishers/producers must notify the Office of Curriculum Framework and Textbook Development. All free materials must pass California legal requirements.

c. Alternative Formats of Materials Appropriate for Submission

(1) Alternative formats are materials that are identical in content but differ in physical format (e.g., hardcover or softcover, tape or record, single or multicolor, Spanish or English, software that is in multiple versions for different hardware).

(2) Alternative formats may include bilingual-bicultural materials.

(3) Alternative format items must be listed immediately following the basic item on the List of Instructional Materials Submitted for California State Adoption (Form CFTD-2, Attachment 3) and identified with an "A" in the appropriate column.

(4) While alternative formats are normally available at the time of initial submission, they may also be submitted at any time up to the final two years of adoption. Alternative format materials submitted after a program's adoption will be given the same adoption termination date as the original formats. Publishers/producers must request approval of alternative formats of adopted materials from the Curriculum Framework and Textbook Development Office before they are distributed to school districts.

d. Materials Not Appropriate for Submission

(1) Supplementary instructional materials

(2) Previously adopted items that are still in adoption (except as already noted)

(3) Materials designated as "multigraded" or "nongraded"

Please Note:

Students' editions of basic textbooks designed for use by students in kindergarten and grade one are to be in at least 18-point standard or bold type or the equivalent. This requirement applies to the materials that students will be reading and does not apply to teachers' directions and notes to parents. Captions and artwork are exempt from this requirement.

2. Forms for Submission of Instructional Materials

   a. List of Instructional Materials Submitted for California State Adoption (Form CFTD-2). This listing identifies all components being submitted. Specimen copies of completed forms and completion instructions are attached. See Attachment 3. To be accepted, all submitted items must be identified by ISBNs. See Attachment 4.

   b. Program Description Form - This document describes each submitted program. If the program is adopted, the form is used in the development of the document that is produced to accompany the state Price List and Order Forms. Instructions for developing program descriptions are enclosed. See Attachment 5.

   c. Statement of Publisher Submitting Books for Adoption - Instructional materials submitted for adoption must meet all appropriate NASTA specifications. Form B (see Attachment 8) must be completed and submitted for each student's textbook and for each student's workbook submitted for adoption. An addendum to Form B will be required to be completed at a later date if the state decides to print the publisher's materials. Failure to complete this second form accurately will result in the reduction of any applicable "Film Lease" payment to be made to the publisher/producer. This reduction will reflect the incurred cost by the State Printer to adjust for incorrect or incomplete information given by the publisher/producer on the submitted textbook specification form.

   d. Catalogs/Brochures - Publishers/producers are also requested to submit available catalogs/brochures to assist in item identification and the development of program descriptions.

3. Submission Address and Schedule

   Completed submission lists (Form CFTD-2); descriptions of materials; NASTA specifications, Form B; California Specification Form; and catalogs/brochures must be received by the State Department of Education on or before the deadline specified within the 1986-1988 Schedule of Significant Events. (FAILURE TO MEET THE DEADLINE FOR SUBMISSION MAY RESULT IN DISQUALIFICATION OF THE ITEMS FROM FURTHER CONSIDERATION IN

THE CURRENT ADOPTION CYCLE.) It is suggested that publishers/producers deliver lists in person or send them by certified mail so that delivery by the deadline is confirmed. Deliver to:

Glen Thomas, Director
Office of Curriculum Framework and
Textbook Development
California State Department of Education
560 J Street, Suite 290
P.O. Box 944272
Sacramento, CA 94244-2720

Attention: Submission List

(NOTE: Any subseqent correction request to change the information on the submission list must be sent in writing to Jim Anderson, Textbook Analyst, at the above address.)

4. Sampling Guidelines and Procedures

The Department of Education, after receipt and review of publisher/producer submission lists and program descriptions, will request samples of materials accepted for evaluation.

a. Sampling Procedures

The Department of Education will distribute the following material to appropriate publishers:

(1) Listing of items accepted for review annotated with a six-digit identification (sequence) number for reference purposes (adoption code number)

(2) Packaging, distribution, and receipt deadline instructions

(3) Listing of addresses for the initial distribution of samples (not more than 150 sets)

b. Distribution of Samples

(1) All samples must be shipped to and retrieved from all designated destinations free of charge. No shipping, handling, sample, or other costs may be charged to the State Board of Education or its members, the Curriculum Development and Supplemental Materials Commission or its members, the State Department of Education or its personnel, or the Instructional Materials Display Centers (IMDCs) or their personnel or evaluators.

(2) It is the responsibility of the publisher/producer to ensure that materials are delivered to and off-loaded at the designated address within the time period specified.

(3) It is each publisher's/producer's responsibility to ensure that a complete delivery is made.

(4) All samples must be received by listed recipients no later than specified in the Schedule of Significant Events. Failure to meet this requirement may result in disqualification.

(5) It is each publisher's/producer's responsibility to retrieve all samples for programs that are not adopted by the Department. Publishers/producers may retrieve their nonadopted educational material samples from IMDC sites for a period of 30 days after the date the official adoption list is approved by the State Board of Education. All materials must be retrieved by publishers/producers without any cost to the display center site or any of the staff.

c. Sample Requirements

(1) All samples must be in final form. All materials to be sampled must have a separate ISBN, and all items with an ISBN must be delivered on or before the established deadline date. Manuscripts, galley proofs, page dummies, and the like will not be considered without a compelling reason (such as a natural disaster). Permission to submit an item in other than final form must be obtained, in writing, from the Office of Curriculum Framework and Textbook Development before any samples are shipped.

(2) If an item is available in more than one format, only one format needs to be sampled. For hardcover/softcover, sample the hardcover. For cassette/record, sample the cassette. For combined/modular, sample the modular.

(3) Any special equipment or machinery, other than the standard audiovisual equipment, which is necessary to view or use submitted materials must also be supplied. The equipment must be furnished to each location where the materials are displayed, and the equipment must remain with the materials for the entire pre-adoption evaluation and display period. If the materials are adopted, the equipment must remain with the submitted samples throughout the adoption period.

(4) Once sample materials have been submitted, those items and all others purported to be copies of the same materials shall not be changed in content or format or specifications during the evaluation period. Any exchanging, updating, or modifying by the publishers/producers of the samples on display in IMDCs or being evaluated by the Curriculum Commission or by IMEPs will result in disqualification. After adoption, the contents or format shall not be changed except with the consent of the Department.

d. Shipment Verification

Shortly after sample receipt deadlines, the Department of Education will conduct an inventory of materials received at selected display centers. Publishers will be notified of missing components and required to complete shipments.

Major sample distribution errors and/or failure to respond on a timely basis to the Department's request for corrective shipments will result in disqualification.

C. Evaluation of Materials

Submitted materials undergo the following three evaluations during the adoption process:

1. Legal Compliance Review

a. Materials are reviewed for compliance with the social content requirements of the Education Code (EC 60040 to 60044) and State Board policy. Copies of the (revised 1986) Standards for Evaluation of Instructional Materials with Respect to Social Content can be ordered from the California State Department of Education, Bureau of Publications, P.O. Box 271, Sacramento, CA 95802-0271. As a convenience, a copy of the standards is included in this document. See Attachment 11.

b. Publishers/producers are notified of the results of legal compliance review. If an item is found to be out of compliance, the publisher/producer has three options: (1) the item may be revised to bring it into compliance; (2) the finding of noncompliance may be appealed; or (3) the publisher may do nothing and have the item declared noncompliant.

(1) In the event of a citation of noncompliance (from the legal compliance review), publishers/producers have the opportunity to revise their instructional materials. Proposed revisions must be approved by the original reviewing panel, by an Appeals Committee (first-level appeal), or by the State Board (second-level appeal). A finished copy of any "California Revision" is due at the Department by the deadline set within the Schedule of Significant Events. Failure to meet this deadline will result in disqualification of the material and revocation of its adoption status. The item may not be adopted even if it is brought into compliance. A new copyright may not be given to a "California Revision" without the Department's approval; however, a new ISBN may be requested to identify clearly that a book is a "California Revision." The publisher may make other arrangements with the Department for providing school districts with the assurance that the materials delivered are revised materials as appropriate.

(2) A publisher may choose to appeal a citation of noncompliance. There are two levels of appeal. If a publisher/producer fails in the initial appeal to a Legal Compliance Appeals Committee, a second-level appeal may be made to a committee of the State Board.

c. Once an item has been definitely eliminated from further consideration because of failure to comply with legal requirements, the Commission and the appropriate evaluators are notified. The item is then eliminated from further consideration in the current adoption process.

d. Legal compliance clearance at the state level is in effect for six years. If an item is adopted, it needs no further legal compliance review until its adoption period expires. However, many items are cleared for legal compliance out of cycle. Such an item, if submitted during a subsequent adoption, would require another evaluation for legal compliance if less than five years remain for its legal compliance approval period.

2. Educational Content Review

a. Following their review for legal compliance, items submitted for adoption are evaluated for educational content. The Instructional Materials Evaluation Panels (IMEPs) are composed of subject-matter specialists and are generally organized into three panels that represent the geographic diversity of the state. IMEPs complete a written evaluation of each program and rank each program submitted. Chairpersons representing each of the panels report their recommendations to the appropriate Subject Matter Committee of the Curriculum Commission.

b. Publishers/producers must not contact members of Instructional Materials Evaluation Panels, except during the scheduled times and in the prescribed manner. Contact with individual members of IMEPs by publishers/producers for the purpose of influencing the review of their particular programs other than during the scheduled times (publisher presentation) and in the prescribed manner is inappropriate, and IMEPs are required to report any such contact to the Department. Such contact may lead to disqualification from further consideration in the current adoption process, legal action, or both. However, publishers/producers may continue to contact those IMEP members who have meetings with publishers in the normal course of their duties. No reference to the evaluation process or the business of the Commission and the IMEPs may be made in these meetings.

c. The Subject Matter Committee of the Commission reviews the written evaluation and rankings for each program, considers its own evaluation of the instructional materials, and makes recommendations to the full Commission as to the merit of each program.

3. Public Review

Participation by the public in the timely review of instructional materials is encouraged by the State Board of Education. Instructional Materials Display Centers (IMDCs) provide members of the public access to materials which have been submitted for possible adoption. Samples of all items submitted by publishers/producers are displayed at these centers. Citizens may review all items and make comments as to the suitability of the materials. Special forms are provided for this purpose. Comments received from the public are transmitted to the appropriate Legal Compliance Panel, Appeals Committee, Subject Matter Committee of the Commission, publisher/producer, and/or State Board within the time lines established for these various processes.

The TMDCs are also responsible for providing a central location, with necessary equipment for the review of materials for legal compliance and instructional content. They are important to teachers and district and county staff members who want to do preliminary screening of material for the later selection of instructional materials. They also serve as local information centers on the status of items being considered for adoption. Display centers are utilized by school district staff throughout the year to make local selections of instructional materials.

D. Price Quotation (Bid) Submissions

The Department of Education distributes preprinted Price Quotation on Instructional Materials (TXT-10) forms (see Attachment 9) to publishers/producers. These documents are used to (1) submit initial contract prices for new materials being considered for adoption; and (2) submit biennial price adjustments for currently adopted materials. All price adjustment submissions must be in compliance with California's Most Favored Nation Clause (EC 60061). Price information will be required for each of the following purchasing alternatives:

1. State Board-Purchased Finished Materials

The rate submitted is to reflect (a) completed book price; (b) appropriate state sales/use tax; and (c) prepaid freight to any ording point (district) in California.

2. State-Printed Materials

California requires the right to print and distribute adopted students' textbooks and workbooks when projected order volumes are of a level to make such an activity cost effective. Under this acquisition alternative, the following cost submissions are required: (a) cost to state of leasing film to print selected material; (b) per unit print fee (royalty) which will be charged the state to print materials (current regulations limit this fee to no more than 55 percent of the publisher's completed book price).

The prices submitted by publishers/producers on Instructional Materials (TXT-10) forms will be in effect for a two-year period. Prices may not be increased after the final filing date of the Price Quotation forms until the next scheduled biennial price update.

While the normal schedule allows publishers/producers to adjust their prices biennially, it is their responsibility to notify the Department immediately of any item price reductions or increases in the number of free materials due to current offers in California or offers or contracts with other states or governing boards.

E. Adoption Recommendations and Public Hearings

Taking into consideration the content reviews by the Instructional Materials Evaluation Panels and the recommendations of the Curriculum Commission Subject Matter Committee(s), the full Commission makes its determinations as to which items to recommend to the State Board for adoption.

These recommendations are presented to the State Board of Education and are posted at the 30 Instructional Materials Display Centers.

The State Board then holds a public hearing to allow for input and comments relating to recommended instructional materials.

F. State Board Adoption and Contracting

Taking into account the recommendations of the Curriculum Commission and the comments from the public and district staff, the State Board makes its official adoption. This action constitutes a binding agreement with the publishers/producers and as such becomes the basis for a formal contract between the publisher/producer and the State Board of Education. See Attachment 7. The Department of Education notifies participating publishers/producers of adopted items and may request the submission of additional samples (not more than 40 copies) of the adopted items.

Contracts for the six-year adoption period are prepared by the Department and forwarded to publishers for review and signature. Publisher-signed contracts are then ratified by the State Board's President.

G. Program Descriptions (PD) and Price List and Order Form (PLOF) Distribution

All current state-adopted materials are listed in state-produced subject area PDs and PLOFs. Complimentary copies are also mailed to publishers of adopted materials.

Copies of the PD and PLOF may be purchased from the California State Department of Education, Publications Sales Office, P.O. Box 271, Sacramento, CA 95802-0271.

II. INSTRUCTIONAL MATERIALS FUNDING

Annually, the Legislature appropriates monies to the Instructional Materials Fund (IMF) to support the district's purchases of state-approved instructional materials.

Each district's IMF allocation is based on its average daily attendance (a.d.a.). District allocations are distributed in the following ways:

A. Automatic Cash

Five percent of each allocation is distributed to districts for the direct purchase of testing, in-service training on textbooks and instructional materials, or instructional materials (basic or supplementary) or computer software.

B. Optional Cash

Districts may request up to an additional 15 percent of their annual allocation in cash for the direct purchase of basic and supplementary instructional materials that have passed legal compliance at the state level or library books that are only subject to local review.

C. Credit

The remaining district allocation balance is retained at the state level to fund district purchases, via the state, of currently adopted or State Board-approved basic instructional materials.

D. Direct Order Cash Allotment

Since July 1, 1983, districts have had the option of receiving their total Instructional Materials Fund Allotment in cash with which to purchase materials directly from the publisher. Direct-order districts must adhere to the aforementioned requirements; e.g., 80 percent must be used to purchase only basic adopted material.

III. ORDERING AND DISTRIBUTION PROCESS

A. District Ordering (General)

Orders for state-adopted materials purchased with local (district) funds are placed directly with publishers. Under California's Most Favored Nation Clause (Education Code 60061), all direct district orders for state-adopted material, including those using district funds, must be at the state contract price.

Publishers should note Education Code sections 60071-60073, which prohibit publishers from offering and school district officials from accepting any emolument, money, or valuable as an inducement for school officials to influence the adoption or purchase of publishers' materials.

B. District Ordering (Through the State Department of Education's Credit System)

Utilizing the current Program Descriptions and Price List and Order Form of state-adopted instructional materials, public school districts may submit requisitions for state-funded materials to the State Department of Education.

Requisitions received by the state are reviewed for correctness and audited for availability of funds. Approved orders are forwarded to the publishers in the form of purchase orders or to the state warehouse if the material is printed by the state.

1. State Printing Selection

Shortly after the annual adoption, the Department initiates a study of projected school district ordering volumes. Phone surveys, coupled with publisher sales forecasts, become the basis for these projections. These statewide volumes are then used to determine the cost the state would incur in printing and distributing the most widely ordered materials. When printing by the state is determined to be cost effective, the Department forwards a requisition to the Office of State Printing to produce the selected students' textbooks and workbooks at the projected volumes.

Immediately after the state printing selection is initially made, publishers are notified in writing that their materials were selected and the printing volume. After printing, materials are warehoused, and orders are shipped to school districts by the Department of Education.

During this process, quarterly payments are initiated from the state to the publisher, reflecting state-printed volumes shipped to school districts multiplied by the publishers' per-unit print fee (royalty). Normally, after state inventories have been exhausted, school district orders are forwarded to the appropriate publisher for processing.

2. Delivery of Materials

Publishers of adopted materials are expected to provide ordered materials on a timely basis. Abnormally late delivery, unauthorized product substitutions, or failure to provide adopted materials will be considered a breach of contract, and legal action may be taken.

3. Vendor Payment

The Department of Education's Textbook Distribution Unit (TDU) approves payment to suppliers after receipt and reconciliation of (1) a vendor invoice; and (2) the school district's written verification of satisfactory receipt of all ordered materials. See Attachment 10. Under existing state fiscal procedures, payment is normally approved within 90 days after shipment receipt confirmation has been received from school districts by the Department. Payments are not made on partial shipments.

C. District Ordering (Direct from Publishers/Producers)

Districts that use their Instructional Materials Funds in the direct order process (authorized by AB 2561) will place their orders for state-adopted materials directly with the publishers at the state contract price. Districts are advised to begin placing orders for newly adopted materials on or after March 1, 1988. Under the current schedule publishers may expect the major annual orders to be submitted in May and June.

Districts that have opted for direct ordering using state funds must comply with the same statutes and State Board of Education administrative policies as govern expenditures under the state credit allocation (refer to Section II, "Instructional Materials Funding").

IV. SPECIAL APPROVALS

A. New Edition Substitutions

Occasionally, it becomes desirable to substitute a new edition of an adopted item for the previous edition which was originally adopted. This may occur because a publisher/producer has corrected inaccuracies or made additions to the text of an item. The rationale for a new edition substitution is that the old and new editions contain the same content, for the most part, so that substituting the new edition is actually making no change in what was adopted.

On request by a publisher/producer to substitute a newer edition of an adopted item, the Curriculum Framework and Textbook Development (CFTD) Office will verify the suitability of the substitution. For acceptance, it must be determined that the new edition could be used in conjunction with the old edition in a classroom environment. In addition, all new portions of the item must meet current legal compliance with the social content requirements of the Education Code.

The new edition substitution requests should be made during biennial price updates. Interim substitutions must be made without increases in price. Once approved by the Department, the new edition will automatically be placed on the adoption list as the substitute for the original edition for the same adoption period. A new edition substitution must have a copyright and ISBN change unless prior written permission is obtained from the Department to retain original ISBN.

Unauthorized substitutions of state-adopted materials are illegal. If a publisher ships unapproval items, all payments due to the publisher will be withheld pending approval of the substitution by the Office of Curriculum Framework and Textbook Development (CFTD). If the substitution is not approved, neither the State Department of Education nor the school district is in any way responsible for paying for the unauthorized shipment. In addition, illegal substitutions could result in disqualification of all adopted materials.

B. Petition Purchases

Nonadopted "basic" instructional materials may be acquired by school districts with state funds when requesting districts determine that existing state-adopted materials do not meet identified local needs. Petitions must be approved by the State Board of Education.

The process is initiated by the submission of a petition by the school district to the State Board for approval to obtain and use nonadopted material. Approval is granted when sufficient justification is given and samples of the desired items have passed a social content (legal compliance) review at the state level and undergone public display by the district. See Instructional Materials Ordering Manual, pp. 16 and 17.

C. Out-of-Cycle Legal Compliance

A portion (up to 15 percent) of a district's annual instructional materials appropriation may be used to purchase replacements of adopted basic material and nonadopted basic and supplementary material that have successfully passed a legal compliance review at the state level. The same 15 percent may also be used for the purchase of library books that are subject to review at the local level.

To determine the availability of materials, districts should refer to an "approved for purchase" list published by the Department. Publishers/producers desiring to submit materials for an out-of-cycle review

and inclusion on the list should contact the Department's Office of Curriculum Framework and Textbook Development to determine the fee charge, submission schedule, and sample requirements.

The "approved for purchase" lists, entitled Instructional Materials Approved for Legal Compliance, 1984, and Instructional Materials Approved for Legal Compliance--Second Edition, 1985, may be purchased from the Department's Publications Sales Office, at $6 per copy, plus applicable sales tax.

Publishers/producers are cautioned not to present materials which have passed only a state-level legal compliance review as state-adopted. Misrepresentation of the facts could result in a recommendation to the State Board of Education for disqualification of all materials, including those previously adopted by the Board.

V. REQUEST FOR ADDITIONAL INFORMATION

After the Curriculum Development and Supplemental Materials Commission has made sure that the textbooks have been field-tested, the Curriculum Development and Supplemental Materials Commission will request additional information that includes:

1. A product description of the product and its relationship to the framework
2. A description of the product development process
3. A description of the field testing process
4. An explanation of how materials are to be developed, improved, and/or maintained, on the basis of the field testing data collected

Further, this additional information is not to be considered as part of the criteria for recommending materials to the State Board of Education in the 1987 English/language arts adoption.

Guidelines

- o The additional information should focus on textbook performance as validated by teachers and students and should not be a "sales pitch."

- o The description of the product and its relationship to the framework should include the publisher's stated goals and what has been changed from the previous edition. If it is an entirely new product, the main features of the program should be described.

- o Emphasis should be given to how the curriculum framework with standards was used in the product development process.

- o The field test information should focus on how the contents were modified. It is also important to know how potential problems will be identified.

- o All of the additional information should be presented in a concise and succinct statement.

- o The additional information will only be reviewed by State Board members, Curriculum Commission members, and staff of the Office of Curriculum Framework and Textbook Development. It is not to be shared with the public or Instructional Materials Evaluation Panel members.

VI. ABBREVIATIONS/ACRONYMS

ADA.....AVERAGE DAILY ATTENDANCE

CDSMC.....CURRICULUM DEVELOPMENT AND SUPPLEMENTAL MATERIALS COMMISSION (CURRICULUM COMMISSION)

CFCC.....CURRICULUM FRAMEWORK AND CRITERIA COMMITTEE

CFTD.....CURRICULUM FRAMEWORK AND TEXTBOOK DEVELOPMENT

IMDC.....INSTRUCTIONAL MATERIALS DISPLAY CENTER

IMEP.....INSTRUCTIONAL MATERIALS EVALUATION PANEL

IMF.....INSTRUCTIONAL MATERIALS FUND

ISBN.....INTERNATIONAL STANDARD BOOK NUMBER

LCC.....LEGAL COMPLIANCE COMMITTEE

NASTA.....NATIONAL ASSOCIATION OF STATE TEXTBOOK ADMINISTRATORS

PD.....PROGRAM DESCRIPTIONS

PLOF.....PRICE LIST AND ORDER FORM

SBE.....STATE BOARD OF EDUCATION

SDE.....STATE DEPARTMENT OF EDUCATION

SMC.....SUBJECT MATTER COMMITTEE

TDU.....TEXTBOOK DISTRIBUTION UNIT

ATTACHMENT #1

FRAMEWORK/ADOPTION CYCLE

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

FRAMEWORK/ADOPTION CYCLE *

Six-year Cycle

Start framework/adoption - Complete framework/adoption - Distribute framework/materials -	7/81 82 83	7/82 83 84	7/83 84 85	7/84 85 86	7/85 86 87	7/86 87 88	7/87 88 89	7/88 89 90	7/89 90 91	7/90 91 92
READING-LITERATURE	A			F			A			
SOCIAL SCIENCES INTERDISCIPLINARY (K)		A			F			A		
ART-MUSIC, BILINGUAL, FOREIGN LANGUAGES			A			F			A	
SCIENCE - HEALTH	F			A			F			A
MATHEMATICS		F			A			F		
ENGLISH AND RELATED SUBJECTS			F			A			F	

I-1

A = Adoption Process (Instructional Materials)

F = Framework

* This chart is being reviewed by the State Board for possible revision.

ATTACHMENT #2

EDUCATION CODE PROVISIONS APPLICABLE TO THE INVITATION TO SUBMIT MATERIALS

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

EDUCATION CODE PROVISIONS APPLICABLE TO THE INVITATION TO SUBMIT MATERIALS

"Instructional Material"

60011. "Instructional material" means all materials designed for use by pupils and their teachers as a learning resource and which help pupils to acquire facts, skills, or opinions or to develop cognitive processes. Instructional materials may be printed or nonprinted and may include textbooks, educational materials and tests.
(Enacted by Stats. 1976, Ch. 1010.)

"Basic Instructional Material"

60012. "Basic instructional material" means instructional materials designed for use by pupils as a principal learning resource and which meet in organization and content the basic requirements of the intended course.
(Enacted by Stats. 1976, Ch. 1010.)

"Supplemental Instructional Materials"

60013. "Supplementary instructional materials" means instructional materials designed to serve, but not limited to, one or more of the following purposes, for a given subject, at a given grade level:
(1) To provide more complete coverage of a subject or subjects included in a given course.
(2) To provide for meeting the various learning ability levels of pupils in a given age group or grade level.
(3) To provide for meeting the diverse educational needs of pupils with a language disability in a given age group or grade level.
(4) To provide for meeting the diverse educational needs of pupils reflective of a condition of cultural pluralism.
(Enacted by Stats. 1976, Ch. 1010.)

"Instructional Materials System"

60014. "Instructional materials system" means a comprehensive collection of related instructional materials which are designed to improve learning in one or more subjects and are so designed that all parts of the system should be used to produce the results intended.
(Amended by Stats. 1977, Ch. 36.)

"Instructional Materials Set"

60015. "Instructional materials set" means a collection of related instructional materials produced and submitted as a set by a single publisher or manufacturer and which are so designed that each part of the set is related to the same subject; however, not all parts of a set shall be necessary to promote the maximum efficiency of pupil learning in that subject. All parts of a set shall have a common educational purpose and methodology, and each part of a set shall be identified, marked, or imprinted with a common title or name.
(Enacted by Stats. 1975, Ch. 1010.)

"Textbook"

60016. "Textbook" means a book designed for use by pupils as a source of instructional material, or a teachers edition of the same book.
(Enacted by Stats. 1976, Ch. 1010.)

"Educational Material"

60017. "Education material" means any audiovisual or manipulative device including, but not limited to films, tapes, flashcards, kits, phonograph records, study prints, graphs, charts and multimedia systems. Educational materials do not constitute equipment as defined in the California School Accounting Manual.
(Enacted by Stats. 1976, Ch. 1010.)

Portrayal of Cultural and Racial Diversity

60040. When adopting instructional materials for use in the schools, governing boards shall include only instructional materials which, in their determination, accurately portray the cultural and racial diversity of our society, including:

(a) The contributions of both men and women in all types of roles, including professional, vocational, and executive roles.

(b) The role and contributions of American Indians, American Negroes, Mexican Americans, Asian Americans, European Americans, and members of other ethnic and cultural groups to the total development of California and the United States.

(c) The role and contributions of the entrepreneur and labor in the total development of California and the United States.

(Enacted by Stats. 1976, Ch. 1010.)

Ecological System; Use of Tobacco, Alcohol, Drugs, and Other Dangerous Substances

60041. When adopting instructional materials for use in the schools, governing boards shall include only instructional materials which accurately portray, whenever appropriate:

(a) Man's place in ecological systems and the necessity for the protection of our environment.

(b) The effects on the human system of the use of tobacco, alcohol, narcotics and restricted dangerous drugs as defined in Section 11032 of the Health and Safety Code, and other dangerous substances.

(Enacted by Stats. 1976, Ch. 1010.)

Thrift, Fire Prevention and Humane Treatment of Animals and People

60042. When adopting instructional materials for use in the schools, governing boards shall require such materials as they deem necessary and proper to encourage thrift, fire prevention and the humane treatment of animals and people.

(Enacted by Stats. 1976, Ch. 1010.)

Declaration of Independence and Constitution of the United States

60043. When adopting instructional materials for use in the schools, the governing board shall require, when appropriate to the comprehension of pupils, that textbooks for social science, history or civics classes contain the Declaration of Independence and the Constitution of the United States.

(Amended by Stats. 1976, Ch. 1011.)

Prohibited Instructional Materials

60044. No instructional materials shall be adopted by any governing board for use in the schools which, in its determination, contains:

(a) Any matter reflecting adversely upon persons because of their race, color, creed, national origin, ancestry, sex or occupation.

(b) Any sectarian or denominational doctrine or propaganda contrary to law.

(Enacted by Stats. 1976, Ch. 1010.)

Compliance by Publisher or Manufacturer

60060. Every publisher or manufacturer of instructional materials offered for adoption or sale in California shall comply with all the requirements and provisions of this part.

(Enacted by Stats. 1976, Ch. 1010.)

Publishers' and Manufacturers' Duties

60061. A publisher or manufacturer shall:

(a) Furnish the instructional materials offered by him at a price in the State of California which, including all costs of transportation to that place, shall not exceed the lowest price at which the publisher offers said instructional materials for adoption or sale to any state or school district in the United States.

(b) Automatically reduce the price of said instructional materials to any governing board to the extent that reductions are made elsewhere in the United States.

(c) Provide any instructional materials free of charge in the State of California to the same extent as that received by any state or school district in the United States.

(d) Guarantee that all copies of any instructional materials sold in California shall be at least equal in quality to the copies of such instructional materials that are sold elsewhere in the United States, and shall be kept revised, free from all errors, and up to date as may be required by the state board.

(e) Not in any way, directly or indirectly, become associated or connected with any combination in restraint of trade in instructional materials, and that he will not enter into any understanding, agreement, or combination to control prices or restrict competition in the sale of instructional materials for use in the State of California.

(f) Maintain an office and depository in the State of California or arrange with an independently owned and operated depository in the State of California to receive and fill orders for instructional materials.

For purposes of the preceding paragraph of this subdivision, "instructional materials" shall mean textbooks, or instructional materials systems or instructional materials sets which include textbooks.

For purposes of textbook purchases by governing boards pursuant to subdivision (b) of Section 60264 and Section 60401, the provisions of this subdivision shall apply to every publisher or manufacturer except one whose total orders for textbooks from all governing boards in California under any section of this division are or will be, for the particular school year, less than 1,000 copies of any single title or less than 10,000 copies of multiple titles.

(g) Upon the willful failure of the publisher or manufacturer to comply with the requirements of this section, be liable to the governing board in the amount of three times the total sum which the publisher or manufacturer was paid in excess of the price required under subdivisions (a) and (b) and (e), and in the amount of three times the total value of the instructional materials and services which the governing board is entitled to receive free of charge under subdivision (c).

(Enacted by Stats. 1976, Ch. 1010.)

Application of Section 60061

60062. The provisions of Section 60061 shall apply to the purchase of instructional materials under Sections 18132 and 18171.

(Enacted by Stats. 1976, Ch. 1010.)

Order to Cease to Offer or Sell Instructional Materials

60063. Any governing board shall order any publisher or manufacturer who violates any provision of this division to cease to offer or sell any instructional materials to that governing board. If such an order is made, it shall be unlawful for such publisher or manufacturer to sell instructional materials to that governing board until such publisher or manufacturer has demonstrated, to the governing board which made such order, that it is no longer violating the specified provision of this part.

(Enacted by Stats. 1976, Ch. 1010.)

60200. The state board shall adopt instructional materials for use in kindergarten and grades 1 through 8 for governing boards, subject to Section 60265 and to the following provisions:

(a) At least biennially, adoptions shall be made for all applicable levels for the following categories: (1) language arts, (2) mathematics, (3) reading, (4) science, (5) social science, (6) bilingual or bicultural subjects, and (7) any other subject, discipline, or interdisciplinary areas for which the state board may determine the need and desirability for instructional materials to promote the maximum efficiency of pupil learning.

(b) While categories may be designated to be adopted in alternate years, the state board shall adopt not less than five but no more than 15 of any of the following for basic instructional materials in each subject in each grade: (a) instructional materials, (b) instructional materials systems, (c) instructional materials sets, and, (d) a combination of instructional materials, instructional materials systems, and instructional materials sets, as the state board may select. However, less than five items per subject, per grade may be adopted when the state board establishes that adequate materials are not available for certain grades and subjects. The state board shall not adopt more than two instructional materials sets for each subject in each grade.

Nothing in this subdivision shall limit the authority of the state board to adopt materials which are not basic instructional materials, and the adoption of those materials shall not be governed by the maximum and minimum limits specified by this subdivision.

(c) In the event that a district board establishes to the satisfaction of the state board that the state-adopted instructional materials do not promote the maximum efficiency of pupil learning in the district, the state board shall authorize that district board to use its instructional materials' allowances to purchase materials as specified by the state board, in accordance with standards and procedures established by the state board.

(d) The state board shall establish procedures to provide the most open and flexible submissions, as to timing and processing, to provide collections of instructional materials which, when taken as a whole, illustrate diverse points of view; represent cultural pluralism and provide a broad spectrum of knowledge, information, and a cross section of opinions; and allow for a combination of approaches and media to best meet the goals of a program and the needs of pupils.

(e) Upon making an adoption, the state board shall make available to listed publishers and manufacturers and all school interests a listing of instructional materials, including the most current unit cost of such materials as computed pursuant to subdivision (b) of Section 60222 and Section 60223. Items placed upon lists shall remain thereon, and be available for procurement through the state's systems of financing, for a period of not less than four years following the date of initial use as established pursuant to subdivision (i). All previous adoptions shall be integrated on lists and made available by subject and level.

(f) The state board may approve multiple lists of instructional materials, without designating a grade or subject, and the state board may designate more than one grade or subject whenever the state board designates that a single subject designation or a single grade designation would not promote the maximum efficiency of pupil learning. Any materials so designated may be placed on single grade or single subject lists, or multigrade or interdisciplinary lists, or may be placed on separate lists including other materials with similar grade or subject designations; however, all materials so designated shall be adopted subject to the limitations of subdivision (b).

(g) A composite listing in the format of an order form may be used to meet the requirements of this section.

(h) The lists maintained pursuant to this section shall not be deemed to control the use period by any local district.

(i) The state board shall, at the time of initiating the call for bids for instructional materials, establish the date upon which such state-adopted materials shall initially be available for use by the pupils.

Biennial List of Instructional Material; Powers

60201. In approving and maintaining lists of adopted instructional materials at least biennially, the state board shall, pursuant to subdivision (e) of Section 60200, do any one or more of the following, when applicable:

(a) Retain any instructional materials from a previous list and biennially make any adjustment in prices based on information provided pursuant to Section 60223.

(b) Delete from the lists any instructional material which it determines is obsolete pursuant to Section 60500, or which received no order from any district board during the previous biennial period.

(c) Add instructional materials not previously submitted for adoption, or materials previously submitted which have been revised to comply with any recommendations of the state board.

(Amended by Stats. 1977, Ch. 36.)

Public Inspection of Textbooks

60202. Before final adoption of any instructional materials not currently listed, the state board shall make any instructional materials proposed for adoption available for public inspection for not less than 30 days at display centers designated by the Superintendent of Public Instruction. There shall be an adequate distribution of display centers throughout the state.

(Amended by Stats. 1977, Ch. 36.)

60206. The state board may adopt appropriate regulations to implement this chapter. These regulations may include a procedure to review district invoices for instructional materials purchases made pursuant to subdivision (b) of Section 60242.

Submission of Specifications and Price Schedules

60222. Publishers and manufacturers shall, at a time designated by the state board, submit the following information:

(a) Detailed specifications of the physical characteristics of such material. Such specifications shall be complied with by the publisher or manufacturer if the material is adopted and purchased in completed form by the state board or any district board. If the material is adopted under a lease contract, the Department of General Services shall follow comparable specifications in manufacturing the material. Changes in specifications may be made when approved by the state board and the publisher or manufacturer.

(b) A price schedule for the sale of completed materials to the state, including all costs of transportation pursuant to subdivision (a) of Section 60061, a statement of the cost to the State of California of purchasing a single unit of each item of instructional material, and any discounts for quantity purchases and any discounts for payment within any specified period of time.

(c) A price schedule for the lease and/or purchase by the state of films, dies, and other materials to be used by the state to manufacture such materials.

(d) A price schedule of royalty costs to be paid to the publisher or manufacturer whenever the state manufactures and distributes to school districts any such materials.

(Amended by Stats. 1977, Ch. 36.)

Revisions to Price Schedules

60223. Publishers and manufacturers may biennially submit revisions to price schedules submitted pursuant to Section 60222 for purposes of subdivision (a) of Section 60201.

(Amended by Stats. 1977, Ch. 36.)

Improvement of Quality and Reliability

60226. Publishers and manufacturers shall, in accordance with rules and regulations adopted by the state board, develop plans to improve the quality and reliability of instructional materials through learner verification. Governing boards shall be encouraged to permit publishers and manufacturers to have limited access to classrooms for necessary testing and observation. Publishers and manufacturers shall provide copies of test results and evaluations made as part of learner verification at the request of any governing board.

(Enacted by Stats. 1976, Ch. 1010.)

60241. The fund shall be administered by the Department of Education under policies established by the state board. The state board shall encumber part of the fund to:

(a) Pay for the cost of royalties, warehousing, and shipping for those textbooks in the state textbook warehouse as of July 1, 1973, and adopted by the state board prior to March 7, 1973.

(b) Pay for the costs of instructional materials to be loaned to nonpublic school pupils pursuant to Section 60315.

(c) Pay for the costs of braille and large print textbooks to be furnished for visually handicapped pupils pursuant to Sections 60312 and 60313.

(d) Pay for the costs of warehousing and transporting textbooks acquired for the purposes of Sections 60281 and 60310. Such costs shall not exceed 10 percent of the cost of each textbook printed by the Department of General Services.

(e) Establish, commencing with the 1974–75 fiscal year, a reserve account, of not to exceed two hundred thousand dollars ($200,000) to pay for the cost of:

(1) Acquisition of instructional materials, including those ordered for purchase by persons and entities pursuant to subdivisions (a) and (b) of Section 60310.

(2) Replacement of instructional materials obtained by a school district with its credit or allowance, which are lost or destroyed by reason of fire, theft, natural disaster, or vandalism.

60242. After the application of Section 60241, the state board shall encumber the balance of the fund for the purpose of:

(a) Establishing credits and cash allotments as follows:

(1) The state board shall establish a credit for each district board with which instructional materials adopted by the state board may be ordered by districts which choose to order materials through the state.

(2) The state board shall establish a cash allotment in an amount determined by the state board for use in purchasing instructional materials from any source, or for the purchase of tests or in-service training pursuant to Sections 60224 and 60225.

The state board shall specify the percentage of a district board's credit authorized to be used for each of the above purposes.

(b) Establishing an allowance for each district board, which the district board may use for the following purposes:

(1) To purchase instructional materials adopted by the state board.

(2) To purchase instructional materials from any source.

(3) To purchase tests or in-service training pursuant to Sections 60224 and 60225.

The state board shall specify the percentage of a district board's allowance authorized to be used for each of the above purposes.

Allowances established for school districts pursuant to this section shall be apportioned to districts as part of the special purpose apportionment in accordance with paragraph (5) of subdivision (a) of Section 14041.

The Superintendent of Public Instruction may establish a date each fiscal year by which districts shall notify the State Department of Education of their decision to operate under this subdivision.

(c) Obtaining instructional materials in subsequent fiscal years.

60242.1. In establishing the credits and allowances authorized by Section 60242, the state board may take into consideration estimated increases or decreases in average daily attendance for the year in which the instructional materials will be used.

60242.5. Allowances received by districts pursuant to subdivision (b) of Section 60242 shall be deposited into a separate account as specified by the Superintendent of Public Instruction. These allowances, including any interest generated by them, shall be used only for the purchase of instructional materials, tests, or in-service training pursuant to subdivision (b) of Section 60242. Interest posted to the account shall be based upon reasonable estimates of monthly balances in the account and the average rate of interest earned by other funds of the district.

All purchases of instructional materials made with funds from this account shall conform to law and the applicable rules and regulations adopted by the state board, and the district superintendent shall provide written assurance of such conformance to the Superintendent of Public Instruction. Commencing September 1, 1984, the Superintendent of Public Instruction may withhold the allowance established pursuant to Section 60242 for any district which has failed to file a written assurance for the prior fiscal year. The Superintendent of Public Instruction may restore the amount withheld once the district provides the written assurance.

The Department of Finance, in cooperation with the State Department of Education, shall include procedures to review compliance with this section in its independent audit instructions.

60243. District boards ordering instructional materials from lists adopted by the state board pursuant to subdivision (a) of Section 60242 shall have deducted from their credit a unit cost based on the information provided by publishers or manufacturers pursuant to subdivision (b) of Section 60222.

60263. District boards may order state-adopted textbooks and instructional materials on forms prescribed by the State Department of Education. The forms shall include, or be accompanied by, information concerning the grade or grades and subject or subjects for which each instructional material is intended, and the unit cost of the material, as computed pursuant to Section 60243, which will be deducted from the credit of the district when ordered.

60264. (a) All district orders made pursuant to subdivision (a) of Section 60242 for state-adopted instructional materials shall be forwarded as directed by the Superintendent of Public Instruction for procurement of such materials in the most economical and timely manner pursuant to Article 5 (commencing with Section 60280) of this chapter. However, in cases where the district does not qualify as a city school district and is an elementary district with fewer than 901 average daily attendance or a unified district with fewer than 1,501 average daily attendance, the county superintendent of schools shall approve the orders for instructional materials by the districts before forwarding as directed by the Superintendent of Public Instruction.

(b) All district orders for instructional materials not adopted by the state shall be placed directly with the publisher or manufacturer at any of its offices in the State of California or at any publishers' or manufacturers' depository in the State of California, except that all district orders for instructional materials other than textbooks, and other than instructional materials systems and instructional materials sets which include textbooks, may be placed directly with the publisher or manufacturer. The provisions of this paragraph with respect to the purchase of textbooks are subject to the numerical limitations of subdivision (f) of Section 60061.

60280. The state board shall cause to be acquired and distributed any instructional materials ordered by district boards pursuant to subdivision (a) of Section 60242.

60285. The state board, in order to procure textbooks, shall tabulate all orders for each textbook title received from school districts and nonpublic school pupils pursuant to subdivision (a) of Section 60243. The Department of General Services shall select from the tabulation those titles which can be manufactured by that department at a unit cost lower than that specified in the price schedule submitted by the publisher or manufacturer pursuant to subdivision (b) of Section 60222 and which that department can complete manufacture of in time to permit delivery to the school districts and nonpublic school pupils prior to the opening of school in the year in which the textbooks are to be used.

ATTACHMENT #3

INSTRUCTIONS AND SAMPLE COPIES FOR COMPLETING FORM CFTD-2

Office of Curriculum Framework
and Textbook Development
and
Textbook Distribution Unit

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

CALIFORNIA STATE DEPARTMENT OF EDUCATION

LIST OF INSTRUCTIONAL MATERIALS SUBMITTED FOR CALIFORNIA STATE ADOPTION

CFTD-2 (6/86)

PAGE | OF

NOTE: If necessary, reproduce this page to meet your needs. (White paper only)

RETURN TO: CALIFORNIA STATE DEPARTMENT OF EDUCATION
Office of Curriculum Framework
and Textbook Development
P. O. Box 944272
Sacramento, CA 94244-2720

OFFICIAL ADDRESS
MAILING ADDRESS | TELEPHONE NO. ( )
CITY | STATE | ZIP

CONTACT PERSON
NAME | TELEPHONE NO. ( )
ADDRESS
CITY | STATE | ZIP

PUBLISHER/PRODUCER | PUB./PROD. CODE—(LEAVE BLANK)

SUBJECT | SUBJECT CODE

DEPARTMENT USE ONLY			ENTRY INSTRUCTIONS	SPECIAL SITUATIONS (See below for code definition)			PUBLISHER'S ISBN	COPY-RIGHT (YR)	GRADE LEVEL(S)	NET PRICE PER COPY	DEPT USE ONLY CODES			
SEQUENCE ITEM	LINE	ADOPTION CODE NO.	1) SERIES NAME—(Maximum of two lines, 43 spaces each; this entry to be all capital letters. All remaining entries to be upper and lower case) 2) AUTHOR—(max. 40 spaces) 3) TITLE—(max. 42 spaces) 4) INDIVIDUAL ITEMS—(max. 40 spaces per line)	R	A	C					IDENT	TYPE	P/T	ACD
			1											
			2 by											
			3											
			4											

CERTIFICATION—I certify that each item of the instructional materials listed on this form has been reviewed by a panel of qualified persons and found to be in accordance with the legal requirements of California

NAME (Please Type or Print) | TITLE

SIGNATURE (Required) ▶ | DATE

SPECIAL SITUATIONS—Enter the appropriate letter(s) when:

R—RESUBMISSION—The item is in adoption but going out within the next year. (Not for a new edition)

A—ALTERNATE FORMAT—Two or more items are identical in content but different in physical format (soft/hard cover, bilingual edition etc.).

C—COMPONENT—Identical components are listed in more than one packaging combination.

INSTRUCTIONS FOR COMPLETING FORM CFTD-2
"List of Instructional Materials Submitted
For California State Adoption"

The State of California uses a data processing system for recordkeeping and report generation in the adoption process. To assist us in this effort, please complete your adoption submission list (Form CFTD-2) in accordance with the following instructions and samples:

1. Publisher/Producer: Enter the publisher's/producer's name.

2. Pub./Prod. Code: Leave blank.

3. Subject: See instructions for Part 4, "Subject Code."

4. Subject Code: Enter the proper subject name and corresponding code from the following list:

Subject	Subject Code
English	04

All components should be submitted under the English/Language Arts subject category. All items will be submitted under the code listed above.

5. Official Address:

Enter the company's legal address. This will usually be the "home office" address. The Department of Education will use this address as the official mailing address of the Publisher/Producer. Please include your telephone number. Unless instructed otherwise (in writing), all bids, contracts, and similiar action items will be sent to this address.

* You may reproduce the CFTD-2 to meet your needs for submission. Please use white paper only. If you do reproduce the form, take care not to leave off the first or last column; these are essential for Department use.

6. Name and Address of Contact Person:

This space is to be completed if a Publisher/Producer would like all correspondence sent to a person within the company who normally handles the California adoption. Examples of contact persons might be a West Coast representative or salesperson, adoption coordinator, marketing manager, etc. Please put only one name and address in this space. Please include a telephone number.

If this space is not filled out, we will address all correspondence to the person who signs the Form CFTD-2 at the address listed under Official Address .

7. Sequence: Leave blank.

8. Adoption Code Number: Leave blank. A number will be assigned by the State Department of Education.

9. Entry Instructions:

Enter the series, title, author(s), and physical description of each basic item as you would like it to appear on the order form that will be produced after adoption by the State Board. Please refer to the samples at the end of these instructions for illustrations of how this section should appear. Do put the information required in the same format, i.e., use of capitals, identification of authors, and indentations as the sample.

Also, please note:

a. List all materials you want considered for adoption or readoption, including those which will bear a 1987 or later copyright. Also, list any ancillary materials you wish to submit. Materials currently in adoption which do not appear on this form will not be considered for readoption.

b. Be sure to type within the column margins and limit your line length to a maximum of 38 characters. This will aid the Department when information on your materials is entered in the computer.

c. If listing a series or program, start with series title in all capital letters, and then the author; then list the individual titles or parts of the program in upper and lower case letters. After listing an individual title, state whether it is a student's edition, teacher's edition, duplicating master, etc. (See examples at end of instructions.) Keep all parts of a program together.

d. Do not list more than one program or parts of different programs on a single page.

e. Specify the physical nature of the item (i.e., consumable/nonconsumable: softbound consumable; softbound nonconsumable; hardbound nonconsumable) or audiovisual format. Keep your description as brief as possible; limit it to physical descriptions; and do not editorialize. Use the illustrated samples at the end of these instructions as a guide. You will have an opportunity to describe your materials more completely in the "Program Description" (Attachment 5, Page 5-2).

f. List teacher editions directly after the student items to which they correspond.

10. Special Situations:

Use this column to alert the Department of special situations, such as resubmissions, alternate formats, and duplicate components:

If an item is currently in adoption and the adoption period is scheduled to end in 1988, the item may be resubmitted. If you are resubmitting an item, please identify it by placing the letter "R" in this column. Remember, if a currently adopted item has been significantly revised, it is considered to be a new item. If an item is in adoption now, but is not scheduled to come out of adoption until after 1988, do not resubmit it at this time.

If two or more submitted items are identical in content but different in physical format (softcover/hardcover, record/cassette, modular/combined workbook/spirit masters, etc.), please list the alternate format directly below the primary item, and note the alternate format with an "A" in this column.

Components which are listed on the submission list in two or more packaging combinations (such as study prints which are sold by themselves or as part of a larger kit) should be labeled in this column with a "C." List all components directly below the item in which they are packaged.

11. Publisher's International Standard Book Number (ISBN)

Each item submitted MUST have an ISBN. Enter the ISBN for each item in this column. If you do not presently have an ISBN, leave the column blank and have an ISBN assigned by the time formal price quotations are submitted. If you need assistance, contact the CFTD Office.

12. Copyright Year: Enter the last two digits of the copyright year.

13. Grade Level: Indicate the grade level(s) for which the item is intended.

14. Net Price Per Copy:

Enter the current catalog price per copy. This price is for information only (e.g., for making rough comparison cost estimates); do not include tax or transportation costs. At the time of the request for price quotations, you will be required to submit a firm price that will include tax and transportation costs.

15. For Department use only.

16. Type: Leave blank.

17. P/T: Leave blank.

18. ACD: Leave blank.

Abbreviations

When it is necessary to abbreviate, use the following abbreviations only:

Word	Abbreviation
cassettes	cass.
consumable	cons.
duplicating masters	DM
blackline duplicating masters	BLM
spirit duplicating masters	SDM
grade	gr.
hardbound	HB
softbound (non-consumable paperbound)	SB
level	lev.
skillbook	sbk.
workbook	wbk.
volume	v.

If you need to abbreviate a word that is not listed above, use the same abbreviation for the word throughout the CFTD-2 Form.

*If you have any questions regarding the completion of the CFTD-2 Form, please call Inez McBroom at (916) 323-2592.

CFTD-2 Form

General Completion Instructions (continued)

ITEM 1 SERIES NAME
- o Fill out only once per series.
- o End each series with a comma.

ITEM 2 AUTHOR
- o If a series has multiple authors, use the first author's name followed by "and others".

ITEM 3 TITLE
- o Your section denotation within a series.
- o Go to a new page whenever Item 3 (TITLE) changes.

EXAMPLES FOR ITEMS 1-3

Page 1 of 2

DEPARTMENT USE ONLY			ENTRY INSTRUCTIONS	SPECIAL SITUATIONS (See below for code definition)			PUBLISHER'S ISBN	COPYRIGHT (YR)	GRADE LEVEL(S)	NET PRICE PER COPY	DEPT USE ONLY CODES			
SEQUENCE ITEM	SEQUENCE SUB	ADOPTION CODE NO.	1) SERIES NAME—(Maximum of two lines, 43 spaces each; this entry to be all capital letters. All remaining entries to be upper and lower case) 2) AUTHOR—(max. 40 spaces) 3) TITLE—(max. 42 spaces) 4) INDIVIDUAL ITEMS—(max. 40 spaces per line)	R	A	C					IDENT	TYPE	P/T	ACD
			1 THE SACRAMENTO ADVANCED READING PROGRAM											
			FOR CHILDREN-1982 Edition.											
			2 by John Edwards and others											
			3 Phonics We Use											
			4 Student's Edition				0-123-34567-8	82	K-1	2.66				
			Student's Edition		A		0-123-34569-0	82	K-1	2.66				
			Teacher's Edition				0-123-34568-9	82	K-1	3.99				

Page 1 of 2

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			1											
			2 by											
			3 Vowel Sounds											
			4 Student's Edition				0-123-34570-1	82	2-3	3.44				
			Student's Edition - Spanish		A		0-123-34572-3	82	2-3	3.98				
			Teacher's Edition				0-123-34571	82	2-3	4.53				

SPECIAL SITUATIONS—Enter the appropriate letter(s) where

B—RESUBMISSION—The item is in adoption but going out within the next year. (Plan for a new edition)

A—ALTERNATE FORMAT—Two or more items are identical in content but different in physical format (soft/hard cover, bilingual edition etc.).

C—COMPONENT—Identical components are listed in more than one packaging combination.

CFTD-2 Form

General Completion Instructions (continued)

Item 4 INDIVIDUAL ITEMS

- o List here all items corresponding to the section denotation on Item 3 (TITLE)
- o If you have more than sixteen INDIVIDUAL ITEMS for a section, go to a new page but leave Items 1,2, and 3 blank.
- o Alternate format items must be listed immediately following the basic items for which they are alternates.
- o List teacher editions immediately after the student editions to which then correspond.
- o List package component items that are being submitted as separate items immediately following the listing of the complete package item.
- o If applicable, note the "Special Situations" box with the appropriate letter.
- o List the ISBN for the item.
- o List the copyright date for the item.
- o List the grade level for which the item is intended. Use K through 8 grade notations only. DO NOT list level as "pp", "R", etc. DO NOT list grade level with a sublevel notation such as "3". Grade level may be noted as multigraded.
- o Enter the expected cost of the item at the time of adoption.

General Completion Instructions (continued)

EXAMPLES FOR ITEM 4

Page 2 of 2

DEPARTMENT USE ONLY			ENTRY INSTRUCTIONS	SPECIAL SITUATIONS (See below for code definition)			PUBLISHER'S ISBN	COPYRIGHT (YR)	GRADE LEVEL(S)	NET PRICE PER COPY	DEPT USE ONLY CODES			
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	1		THE SACRAMENTO ADVANCED READING PROGRAM											
			FOR CHILDREN-1982 Edition,											
	2		by John Edwards and others											
	3		Phonics We Use											
	4		Student's Edition				0-123-34567-8	82	K-1	2.66				
			Student's Edition - Spanish		A		0-123-34569-0	82	K-1	2.66				
			Teacher's Edition				0-123-34568-9	82	K-1	3.99				

Page 2 of 2

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	1		READING ACHIEVEMENT PROGRAM,											
	2		by George Brown											
	3		Setting Goals-Grades K-3											
	4		Complete Set				2-567-74748-9	80	K-3	29.00				

Page 2 of 2

DEPARTMENT USE ONLY			ENTRY INSTRUCTIONS	SPECIAL SITUATIONS (See below for code definition)			PUBLISHER'S ISBN	COPYRIGHT (YR)	GRADE LEVEL(S)	NET PRICE PER COPY	DEPT USE ONLY CODES			
SEQUENCE ITEM	LINE	ADOPTION CODE NO.	1) SERIES NAME—(Maximum of two lines, 43 spaces each; this entry to be all capital letters. All remaining entries to be upper and lower case) 2) AUTHOR—(max. 40 spaces) 3) TITLE—(max. 42 spaces) 4) INDIVIDUAL ITEMS—(max. 40 spaces per line)	R	A	C					IDENT	TYPE	P/T	ACD
	1													
	2		by											
	3		Individual Components-Grade K											
	4		Student's Edition			C	2-567-7448-9	80	K	2.47				
			Big Book		A	C	2-567-7450-9	80	K	10.00				
			Teacher's Guide			C	2-567-7449-8	80	K	3.99				

ATTACHMENT #4

REQUIREMENT FOR INTERNATIONAL STANDARD BOOK NUMBER (ISBN)

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

REQUIREMENT FOR INTERNATIONAL

STANDARD BOOK NUMBER (ISBN)

International Standard Book Numbers are required
on all instructional materials

For specific information regarding assignment
and use of ISBNs, please contact:

Mr. Emery Koltay
Director, ISBN Agency
R.R. BOWKER COMPANY
1180 Avenue of the Americas
New York, New York 10036

(212) 764-5100

ATTACHMENT #5

INSTRUCTIONS FOR COMPLETING PROGRAM DESCRIPTIONS

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

INSTRUCTIONS FOR COMPLETING PROGRAM DESCRIPTIONS

Write or type descriptions on 8 1/2 x 11 inch paper, using only one side. Descriptions should be typed in a horizontal format, double spaced, and limited to eight pages. The following information should be included:

1. Publisher, Program Title and Copyright: i.e., The World of English Publishing Company, English 1987.

2. Relationship to the English/Language Arts Framework: Provide an overview of the program, including: general purpose of program; intended audience (general or target); learner goals and objectives; physical description of components and their relationship to the framework; any specialized use (i.e., individualized instruction); any possible implementation problems. See Attachment 6.

3. Textbook

   -TOPIC COVERAGE: Describe coverage of topics as they pertain to the textbook standards approved by the State Board of Education. See Attachment 8.

   -LEARNING ACTIVITIES: Describe student activities that contribute to the development of English/Language Arts skills and concepts and provide for reinforcement. Describe how the skills relate to the goals, objectives, and teaching activities of the framework.

   -SEQUENCING OF TOPICS: Describe the sequential development of concepts at succeeding grade levels.

4. Teacher Material

   -TEACHING PLAN: Describe the relationship of teaching plans to learner expectations; describe the relationship of teaching plans to other academic disciplines; describe the points of emphasis.

   -TEACHING MATERIALS: Describe teaching materials as they relate to the requirements in the textbook standards approved by the State Board of Education. See Attachment 9.

5. Assessment and Evaluation

   -MATERIALS AND TECHNIQUES: Describe materials and techniques which measure student progress.

   -INTERIM AND END-OF-PROGRAM ASSESSMENT: Describe interim and end-of-program measurement including student self-assessment and teacher assessment.

   -ASSESSMENT OF ATTITUDES, THINKING PROCESSES, SKILLS AND KNOWLEDGE: Describe provisions for assessment of student progress in these areas.

6. Other Considerations

-IMPLEMENTATION REQUIREMENTS: List any activities necessary to implement the the program.

-STAFF DEVELOPMENT: Indicate any activities necessary to implement the program.

-OTHERS: Indicate any materials that are not submitted but will be available from the publisher.

ATTACHMENT #6

TEXTBOOK AND INSTRUCTIONAL MATERIALS STANDARDS FOR LISTENING, SPEAKING, READING AND WRITING KINDERGARTEN THROUGH GRADE EIGHT

First Approved by the State Board of Education June 8, 1984

Revisions Approved May 9, 1986 as part of the

English/Language Arts Framework

TEXTBOOK AND INSTRUCTIONAL MATERIALS STANDARDS FOR LISTENING, SPEAKING, READING AND WRITING KINDERGARTEN THROUGH GRADE EIGHT

IMPORTANCE OF TEXTBOOKS

Research tells us that over 90 percent of the time spent on reading instruction in elementary classrooms focuses on basal reading programs; therefore, the contents of textbooks and related instructional materials are crucial. Basal textbook programs strongly influence what teachers teach, what they do and say when they teach, and what students use when they practice their language arts.

IMPORTANCE OF LITERATURE

Literature is at the core of the program. Textbooks must be content driven, because content is the vehicle that drives language learning. Basal textbooks do not provide the entire curriculum; however, they should include, with literature, expository materials from other fields of knowledge. One doesn't read reading or writing, but reads and writes about something, either through literature, science, history, or personal thoughts and experiences. A quality program will include a variety and balance of content.

INTEGRATED INSTRUCTION

The materials should present the integrated whole of language learning, including listening, speaking, reading, and writing with the supporting skills of grammar, spelling, and handwriting. The program should provide many activities that stimulate the development of critical thinking skills in both the comprehending and composing processes of oral and written language. Supporting skills and subskills should not be fragmented, taught in isolation, or become the ends of teaching, but rather should be taught to assist students in learning about the power of language and how to develop their own power through the use of language.

ALIGNMENT

All of the elements, such as the student's textbook and teacher's manual, must be aligned toward implementing a program that is integrated, purposeful, and constructive. Consequently, the objectives of each lesson, the teaching strategies, the teacher/student interaction, the independent activities, and the evaluation must have the same focus. Because the teacher is recognized as the orchestrator of instruction, the materials used must allow for creativity and flexibility.

STANDARDS FOR THE TOTAL PROGRAM

These standards apply to all components--students' texts, students' study materials, and the teacher's manuals--with special emphasis given to the inclusion of high quality literary selections in the students' text and the instructional integration of listening, speaking, reading, and writing.

1. Content

a. Course Work

Materials will contain a balance of fiction and nonfiction selections that engage students in:

- o classical and contemporary works of literary merit that exemplify the best of language usage
- o our rich and diverse literary heritage, which connects students to political, social, and ethical issues central to our society
- o significant themes that broaden students' awareness of their own and others' societies
- o works in which students encounter values such as truth, justice, and compassion through interesting stories and memorable characters
- o the most powerful examples of major literary forms (e.g., essays, speeches, poetry, and drama)
- o a variety of expository writing, including pieces from subject areas and practical applications, introduced in the early grades and expanded in grades four and above
- o works that stimulate active response and provide enjoyment
- o works that stimulate an interest in language in both the receptive and expressive forms

b. Extensions

The program will provide for extended reading experiences-reading beyond the text--by:

- o developing a personal reading program for each student
- o demonstrating the importance of reading in today's society
- o providing the opportunities for research using source materials such as encyclopedias, magazines, and library books
- o encouraging the reading of tradebooks and other materials for personal pleasure and sharing with others
- o modeling listening, speaking, reading, and writing by presenting selections and illustrations that portray participants in a variety of realistic situations

2. Comprehension

The program will focus on comprehension and composition in all language activities, including:

- o listening, speaking, reading, writing, vocabulary building, decoding, handwriting, spelling, and grammar
- o linking personal experiences and prior knowledge of content with language instruction, including opportunities for building common background experiences
- o extending experiences into research activities using source materials, the use of the library, and home study strategies
- o stimulating the development of higher-level thinking such as analysis, synthesis, and evaluation through activities that extend content and meaning
- o encouraging students to manipulate words, sentences, paragraphs, and connected discourse

3. Content and Style

Materials will be well-written, demonstrating the following characteristics:

- o importance placed on content, meaning, and interest rather than on a precise readability level
- o adequate length to ensure continuous, unfragmented discourse and a natural flow of language
- o sophistication of style and tone appropriate to the student's level
- o clarity of purpose and comprehensible structure made clear through the use of language, structure (logical order), and format (e.g., boxes, stylized font, subheads, highlights, color, and spacing)
- o continuity and consistency in method of presentation
- o recurring literary themes

4. Language Development

The program will emphasize the total language experience by offering techniques and activities for interrelating listening, speaking, reading, and writing with thinking--before, during, and after focused instruction. The program will provide for:

- o varied instructional approaches to teach students of different developmental levels, learning styles, and ages
- o adjusting and adapting the instructional approach to the needs of students who speak a primary language other than English

5. Decoding

Reading instruction includes many decoding strategies, such as:

- o a systematic phonics program taught in the early grades using meaningful context
- o the use of context clues
- o the relationship between meaning and the structural analysis of words as an aid to spelling
- o techniques that include rhyme, rhythm, and substitutions
- o practice to achieve the appropriate level of speed and the fluency as called for in each situation

6. Vocabulary Development

This program will emphasize extensive reading and language usage, including:

- o understanding and interrelating new concepts and words before, during, and after listening, speaking, reading, and writing
- o encountering and using vocabulary in multiple contexts over an extended period of time
- o participating in meaningful and interesting word study that includes, for example, etymology, semantic similarities and differences, and syntactic and multiple meanings
- o encouraging personal, active vocabulary acquisition (One method, for example, is to keep a small notebook to record new words learned in various contexts.)

7. Evaluation

The evaluation and assessment component of the program will provide methods for:

- o using assessment results to assign instructionally appropriate textbooks to individual students
- o diagnosing specific strengths and needs
- o assessing the application of skills and strategies to a variety of listening, speaking, reading, and writing contexts
- o assessing the reading process in its separate facets (such as decoding, comprehension, and vocabulary development) and evaluating the reading process holistically (such as summarizing and responding to literature)
- o assessing listening, speaking, and writing in separate facets appropriate to each process and evaluating each aspect of language arts comprehensively

- o evaluating students' abilities to monitor and adapt their reading strategies depending on the purpose and content
- o evaluating fluency of silent and oral reading for a variety of purposes
- o allowing continuous assessment of progress
- o correlating test items to content in students' texts and lessons in the teacher's manuals
- o offering positive reinforcement of student progress
- o identifying attitudes and interests

8. Technological Applications

The program will provide appropriate applications of technology, including:

- o technology which supports the teaching of listening, speaking, reading, and writing
- o techniques for critical assessment of media
- o information retrieval and enrichment using multimedia resources

9. Spelling, Handwriting, Grammar, and Punctuation

Spelling, handwriting, grammar, and punctuation are subskills to writing and should not be taught as ends in themselves, but rather as means to helping students become competent, fluent language users. Exercises and activities for teaching these skills may be part of the students' text to be used as needed in the integrated program, or they may be bound separately. However, they must be aligned with the total program.

STUDENT STUDY MATERIALS

Students' study materials will meet the above standards whether they are packaged as an integrated single text, single text with a literature collection, workbook, software, or multiple texts with an integrated manual.

Workbooks and/or copy masters, when included, must be carefully coordinated with their students' text(s) and teachers' manuals. They must be designed to provide practice that focuses on meaning in the context of comprehension and composition. They may include:

- o writing activities that require the development of complete sentences leading to paragraphs and compositions
- o creative and thoughtful extension of concepts and skills beyond one-word responses

- o extensive practice with more difficult skills being introduced while providing for individual differences

- o ongoing reinforcement and application of knowledge and skills that stimulate a high level of thinking

Software, in order to be included, must meet in addition to those standards discussed above, the following standards:

- o Software must be an integral part of the entire instructional package; it must be necessary to, and enhance, other modes of presentation and instruction.

- o Software must tap the computer's full capabilities as an effective teaching and learning device. The technology must promote active engagement on the part of the student.

- o Software must meet, at a minimum, "Desirable Attributes of Educational Software" as found in Guidelines for Educational Software in California Schools.

TEACHER'S MANUAL

The teacher's manual will be coordinated with students' texts and students' study materials. These manuals will address all of the standards listed above and provide guidance to the teacher who must orchestrate an integrated program that includes:

- o demonstrated consistency between the philosophy and research base used to develop the program

- o strategies that integrate the language arts with emphasis on comprehension and composition

- o reflection of a consistent model of effective teaching

- o suggested activities that develop common background knowledge (e.g., research, field trips, interviews, and homework)

- o an emphasis on teaching rather than testing

- o skill activities that are directly related to the content of the students' text

- o emphasis on raising comprehension levels and suggestions for questioning strategies that result in higher levels of thinking

- explicit recommendations for teaching comprehension elements such as: integrating what is known with information in the text, acquiring knowledge about text structure, and monitoring progress of encoding, inference, and retrieval procedures

- strategies that lead to increasing the student's responsibility for and independence in applying knowledge and skills

- strategies for meeting the needs of students with limited-English proficiency and those with different learning styles and abilities

- foundation activities for limited-English-proficient students and other students with special needs emphasizing oral language, vocabulary development, graphic stimulation, and other effective techniques

- suggestions for transition of limited-English-proficient students into the basal reader

- recommended resources and additional literature

- techniques for evaluating students' progress that do not distort the integrated nature of the learning process. Some of these techniques will include measurement of the quantity of students' products with a focus on the holistic and integrated nature of that product. For example, teachers:

  - evaluate students' direct responses

  - ask students to retell material read

  - match readers with materials using procedures such as cloze

  - assess samples of writing through portfolio collections

  - encourage self-assessments and peer assessments

  - use standardized, objective, criterion-referenced, and matrix sampling tests

In addition the teacher's manual should:

- o relate other content areas to language arts and language arts to other content areas
- o describe strategies good readers and writers use which teachers model as well as teach directly
- o help teachers to extend student activity beyond the classroom
- o suggest ways teachers can revitalize themselves (e.g., Professionals' Book Clubs)
- o have several schedules and options for using materials
  - with various ability levels
  - with various time allotments
  - with core, extended, and recreational reading tied to writing and speaking tests
- o help teachers cope with demanding paper loads by
  - incorporating "enabling techniques," showing models of fitting response to students' works (These responses are not error-based, but constructive and concerned with meaning first.)
  - suggesting ways students can help each other
  - helping them with advice as to how to make collaborative learning work, for this makes students become responsible for their own learning

SUPPLEMENTARY MATERIALS

a. Spelling

The spelling program must be based on current research. Also it must be integrated with the total language program so that spelling is taught in a reading and writing context. The program should allow for the meaningful use of the most commonly used words. To be research-based, it must provide for:

- o developmental levels of understanding from letter sound regularity, to patterns, to meaning-based units
- o self-corrected pretests and instruction on words selected from student compositions
- o in kindergarten through grade three, instruction designed to parallel student development from invented spellings, to experimentation with rules and patterns, to more sophisticated knowledge of spelling
- o in grades three through six, emphasis on comparing words, discovering spelling patterns and relationships between spelling and meaning, and use of semantic and structural analogy strategies
- o in grades six through nine, emphasis on building a lexical base
- o elimination of practices found ineffective, such as teaching an extensive list of rules and exceptions, assigning worksheets on unknown words, and assigning isolated dictionary exercises

b. Handwriting

Handwriting is taught in the early grades. It must be research-based providing for the initial presentation of manuscript letter formation which leads to cursive letter formation on an individual developmental basis. Practice must be given through writing for meaning. Self-assessment should be included.

c. Grammar

Standard language usage will be presented as a part of the entire program of instruction in listening, speaking, reading, and writing. Punctuation, capitalization, and sentence and paragraph construction will be presented as needed to aid the communication process.

d. Dictionaries

The grade level at which dictionary skills are introduced is a local district decision. However, practice in using dictionaries should begin in the early grades as an integral part of language learning. As language facility and especially reading and writing abilities increase, skill in using a dictionary can also increase through continuing instruction on how to:

- locate words efficiently
- check spellings
- read dictionary entries
- translate the many symbols and abbreviations
- identify appropriate definitions
- use the dictionary as a resource, including supplementary sections

Classrooms should have a variety of dictionaries so that students not only learn how to use different dictionaries but also learn how dictionaries differ in:

- scope of the vocabulary
- format of the entries
- content of the entries
- order of definitions within each entry (e.g., frequency of use or historical order)
- diacritical markings

ATTACHMENT #7

SAMPLE COPY OF STANDARD AGREEMENT (CONTRACT) BETWEEN THE STATE BOARD OF EDUCATION AND THE PUBLISHER

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

CALIFORNIA STATE BOARD OF EDUCATION
INSTRUCTIONAL MATERIALS AGREEMENT
EDUCATION NO._____

DATE:_____day of _____, 19____.

The STATE BOARD OF EDUCATION OF CALIFORNIA, the "BOARD", and _____ _____, the "PUBLISHER", a corporation organized and doing business under and by virtue of the laws of the State of _____ _____, having its principal place of business in the City of _____, State of _____, enter into this Agreement.

On_____, the BOARD adopted the attached schedule of instructional materials for use in schools in California from_____, 19___to_____,19___.

The parties agree:

I GENERAL PROVISIONS

1. Indemnification. The PUBLISHER shall indemnify and save harmless the STATE against any and all claims, demands, and causes of action which may be made against the STATE for infringment of copyright or otherwise arising out of the printing, publication, sale distribution, and use of instructional materials by the BOARD under this Agreement.

2. Board Members Acting in Official Capacity. In no event shall the individual members or any officer of the BOARD, or any agent or employee of the BOARD, be personally or individually liable in any respect as to any term, condition, covenant, or agreement contained in this Agreement. The action of each and every member or Officer or agent or employee of the BOARD regarding this Agreement is in their official capacity.

3. Availability of Funds. Any obligation of the BOARD under this Agreement shall be contingent upon and subject to an appropriation of funds for the purpose of acquiring instructional materials.

4. Requirements. The PUBLISHER shall comply with the requirements of Education Code Section 60061 which states:

Publishers' and Manufacturers' Duties

60061. A publisher or manufacturer shall:

(a) Furnish the instructional materials offered by him at a price in the State of California which, including all costs of transportation to that place, shall not exceed the lowest price at which the publisher offers said instructional materials for adoption or sale to any state or school district in the United States.

(b) Automatically reduce the price of said instructional materials to any governing board to the extent that reductions are made elsewhere in the United States.

(c) Provide any instructional materials free of charge in the State of California to the same extent as that received by any state or school district in the United States.

(d) Guarantee that all copies of any instructional materials sold in California shall be at least equal in quality to the copies of such instructional materials that are sold elsewhere in the United States, and shall be kept revised, free from all errors, and up to date as may be required by the state board.

(e) Not in any way, directly or indirectly, become associated or connected with any combination in restraint of trade in instructional materials, and that he will not enter into any understanding, agreement, or combination to control prices or restrict competition in the sale of instructional materials for use in the State of California.

(f) Maintain an office and depository in the State of California or arrange with an independently owned and operated depository in the State of California to receive and fill orders for instructional materials.

For purposes of the preceding paragraph of this subdivision, "instructional materials" shall mean textbooks, or instructional materials systems or instructional materials sets which include textbooks.

For purposes of textbook purchases by governing boards pursuant to subdivision (b) of Section 60264 and Section 60401, the provisions of this subdivision shall apply to every publisher or manufacturer except one whose total orders for textbooks from all governing boards in California under any section of this division are or will be, for the particular school year, less than 1,000 copies of any single title or less than 10,000 copies of multiple titles.

(g) Upon the willful failure of the publisher or manufacturer to comply with the requirements of this section, be liable to the governing board in the amount of three times the total sum which the publisher or manufacturer was paid in excess of the price required under subdivisions (a) and (b) and (e), and in the amount of three times the total value of the instructional materials and services which the governing board is entitled to receive free of charge under subdivision (c).

(Enacted by Stats. 1976, Ch. 1010.)

5. Nondelegation of Assignment. Neither the rights nor the duties of the PUBLISHER under this Agreement shall be assigned or delegated without written approval of the executive officer of the BOARD. Any attempt to do so shall be void.

6. Nondiscrimination Clause.

(a) During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

(c) Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(d) The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

7. National Labor Relations Board Certification: (Government Code Section 14780.5) By signing this contract, contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of the National Labor Relations Board.

8. Contingencies Beyond Control of the Publisher. Performance by the PUBLISHER is subject to the contingencies of war, strike, fire, flood, or any act of God or of the government, excluding bankruptcy, and of accidents that are beyond the reasonable control and without fault or negligence of the PUBLISHER. If such contingencies should occur, the PUBLISHER shall submit to the BOARD in writing the reasons why the provision or provisions cannot be fulfilled.

9. Contractor Evaluation. The contractor's performance under this agreement will be evaluated within 30 days after completion on a form designated by the Department of General Services (Std. Form 4) and a copy will be sent to the Legal Office, Department of General Services, which will act as the central depository.

10. Failure to Perform. If the PUBLISHER fails, neglects, or refuses to perform this Agreement, the BOARD may take either or both of the following actions:

    (a) terminate this Agreement upon written notice to the PUBLISHER
    (b) withhold any balance of payments due to the PUBLISHER for purchased instructional materials either until the PUBLISHER meets compliance with this Agreement or as liquidated damages as a result of the failure to perform by the PUBLISHER

11. Place of Execution. This Agreement is deemed to have been executed by both parties in the City of Sacramento, State of California. The validity, enforceability, and interpretation of this Agreement and all of the clauses thereof shall be determined and governed by the laws of the State of California.

12. Term. The term of this Agreement shall commence on the first day of March following the year the BOARD adopts each item appearing on the attached instructional materials schedule and shall continue in full force and effect until the period of adoption for each item has expired.

13. Time as Essence. Time is of the essence in this Agreement.

14. Exceptions and Special Provisions. NONE.

II ACQUISITION OF INSTRUCTIONAL MATERIALS

Under the terms of administration of the State Instructional Materials Fund, the BOARD is required to exercise its discretion to acquire printed instructional materials either by license to publish and distribute or by purchase of completed materials, depending on orders from schools and in accordance with the best interests of the State. In any year of this adoption the BOARD may elect to acquire any one or more of the materials listed in the attached Schedule of Instructional Materials either by license to publish and distribute under the terms and conditions of OPTION A or by the purchase of completed materials under the terms and conditions of OPTION B. The BOARD shall give timely notice to the PUBLISHER of its election.

OPTION A - LICENSE TO PRINT, PUBLISH, AND DISTRIBUTE MATERIALS

1. License and Period of Use. The PUBLISHER shall license the BOARD to print, publish, and distribute BOARD elected materials, whether from film and/or from dies furnished and delivered by the PUBLISHER to the BOARD or otherwise, for use in the public school system and State institutions of the State of California. This license includes sale or other use or distribution within the State of California, as required or permitted by law and this Agreement.

2. Raw Material and Information to be Furnished. In accordance with such instructions as may be given by the BOARD and within 45 days following the receipt by the PUBLISHER of final notice from the BOARD with respect to corrections, revisions, and additions to the materials required by the BOARD under Paragraph 5(a) hereunder, the PUBLISHER shall furnish and deliver to the BOARD in Sacramento, California, the following:

   (a) Film. The PUBLISHER shall furnish and deliver lithographic film positives or negatives (right-reading with the emulsion down), at the discretion of the Office of State Printing. The BOARD shall give the PUBLISHER timely notice of the type of film required. The Office of State Printing shall be sole judge of the acceptability of film. All film shall conform to the following requirements:

      (1) Film shall be of new type and of a quality that will ensure proper reproduction.

      (2) Negative film shall be properly opaqued and positive film shall be clear and clean in non-printing areas. All surfaces to be reproduced shall be free of obliteration.

      (3) Corrections and revisions of the film from which duplicates are made shall be proofread for accuracy. Type for corrections and revisions shall be of the same tone and weight as the original type.

      (4) Film for multicolor work shall be color corrected and properly registered with register marks positioned not more than one-eighth inch outside of trimmed page size. Flats shall be complete with marks suitable for color register.

(5) Each page of film shall be in one solid piece. Stripped-in corrections are not acceptable on the film submitted to the Office of State Printing.

(6) Film shall be polyester standardbase.

(7) Film shall be free from any tape marks.

(8) Negatives and positives of line work, screened tints, halftones, or related film materials shall have a density of not less than 3.0. Density readings will be determined by eletronic densitometers, utilizing procedures recommended by Eastman Kodak Company.

(9) Each sheet of film shall be identified by folio and color.

(10) Film shall be shipped flat and properly packaged to eliminate curl set.

(b) Proofs. Progressive color proofs shall be provided of all multicolored illustrations in which standard multicolor process printing is involved. Each such color proof shall contain standard halftone tonal strips showing the solid colors and percentage values used. Printed press sheets with color bars may be substituted for progressive proofs.

(c) Dummies. Three dummy copies of each book or other printed material, including any teacher editions or teacher materials, shall be provided. These shall include pasted-in proofs of any and all corrections, revisions or additions. A previous printing of a book may be used as a dummy providing it contains proofs of corrections, revisions, or additions.

(d) Special Cutout Dies. If special cutout dies are offered, they shall conform to the following requirements:

(1) Two printed full press sheets of cutouts to be die cut shall be supplied.

(2) Die cuts to match printed full sheets shall be supplied.

(3) All die cuts shall be .918 inch high.

(e) Information. The following information regarding production of the publisher's edition of the books shall be provided: manner of imposition for printing; kind of press used and nature of press run; and any other pertinent information for reproduction of the book including special or unusual procedures, precautions or problems.

3. Consideration. The BOARD shall pay the PUBLISHER the royalty and lease price of film as set forth in the Schedule of Instructional Materials Bid form in respect to each item which the BOARD elects to print, publish and distribute under Option A. The royalty and lease price of film shall be the sole considerations paid by the BOARD for the rights and privilege under the license of this Agreement.

4. Payment. The BOARD shall pay the considerations listed in Paragraph 3 as follows:

(a) Royalties. The BOARD shall account to the PUBLISHER quarterly for all copies of materials distributed or sold under this Agreement. (Distribution, except in the case of surplus materials, means the release of materials by the State Department of Education to California schools for initial use during a specified year). Royalties due to the PUBLISHER as shown in the quarterly accounts shall be paid to the PUBLISHER from money made available by law for such purposes. The BOARD shall pay the royalties due to the PUBLISHER as soon as state fiscal procedures permit after the close of each quarter.

(b) Lease Price of Film. The lease price of the film, including sales or use tax, for use during the adoption period, shall be paid to the PUBLISHER as soon as state fiscal procedures permit after the receipt of the film.

5. General Provisions.

(a) Corrections and Revisions. After receipt of notice from the BOARD, the PUBLISHER shall correct, revise, and add to the materials as may be required by the BOARD. Corrections, revisions,and additions in the materials to be delivered under Option A of this Agreement shall be made prior to delivery to the BOARD.

(b) Subsequent Corrections and Revisions. During the term of this Agreement, the PUBLISHER shall keep all dies and film furnished and delivered by the PUBLISHER revised, free from errors, and up to date, as may be required by the BOARD.

(c) Return of Raw Materials. If requested by the PUBLISHER within 30 days after the expiration of this Agreement, the BOARD shall return the materials furnished by the PUBLISHER under Option A of this Agreement. The BOARD shall return the materials "as is" to the PUBLISHER at the Office of State Printing in the City of Sacramento, State of California. The PUBLISHER shall remove the materials from the Office of State Printing within 30 days after the expiration of this Agreement.

If no demand is made or the PUBLISHER does not remove the materials within 30 days after the expiration date of this Agreement, the materials shall become property of the BOARD.

In no event shall the materials be returned to the PUBLISHER for any purpose prior to the expiration of this Agreement.

(d) Copyright Legend. Each book printed and published by the BOARD under this Agreement shall show the legal form of words on an appropriate and proper page as will maintain the validy of its copyright.

(e) Liquidated Damages.

(1) The date for delivery of the raw materials specified in Paragraph 2 is fixed so that the BOARD, in pursuance to its duties prescribed in Section 7.5 of Article IX of the California Constitution, may have sufficient time to cause the required number of books to be printed

by the State Printer from such material and to be distributed to California schools for use by the first day of instruction in the adoption period. If any raw material described in and conforming to the requirements of Paragraph 2 is not delivered to the BOARD within the time specified in Paragraph 2, the delay will interfere with the printing and publishing of the books, will disrupt the printing schedule of the State Printer, and will disrupt and delay delivery arrangements to California schools, causing loss and damage to the State, the BOARD, California school students and the public interest.

It is impractical and extremely difficult to fix the actual damage sustained by reason of such delay. The BOARD and the PUBLISHER, therefore, presume that in the event of any delay in delivery of raw materials conforming to the requirements of Paragraph 2, the amount of damage which will be sustained from such a delay will be the following amount, and they agree that in the event of such a delay, the PUBLISHER shall pay the following amount as liquidated damages and not as a penalty:

two hundred and fifty dollars ($250) for each calendar day that any of the raw materials described in Paragraph 2 remain undelivered after the delivery date specified in Paragraph 2, with respect to each contracted title in this Agreement. The total amount of liquidated damages shall not exceed ten thousand dollars ($10,000) or the total amount of the lease price of the film, whichever is more, for each title during each occurance in the adoption period.

In the event of such a delay, the BOARD shall mail the PUBLISHERS a notice of delay indicating the date commencing the accrual of liquidated damages. Upon receipt of the delayed materials at the Office of State Printing, the BOARD shall mail the PUBLISHER a notice of the closing date of the accrual of liquidated damages including the total amount owed by the PUBLISHER to the BOARD. The PUBLISHER shall pay the indicated amount of liquidated damages to the BOARD within 60 days of receipt of this final notice. If the PUBLISHER does not pay by such date, the BOARD may deduct the amount of liquidated damages from any money payable to the PUBLISHER under Paragraph 3. The provisions of this paragraph shall not apply to any delay caused by fire, flood, or act of God.

(2) If any of the raw materials described in Paragraph 2 is delivered on or before the specified delivery date but fails to conform to the requirements of Paragraph 2, the BOARD shall notify the PUBLISHER of such a lack of conformance and, at BOARD option, may do either of the following:

(A) The BOARD may cause the material to conform to the required specifications. Upon receipt of notice from the BOARD, the PUBLISHER shall pay the actual cost of conforming the material. For the provisions in subparagraph (e) (1) of this paragraph, delivery is deemed to be on the date that the material is finally conformed to the specifications of Paragraph 2.

(B) The BOARD may return the defective material to the PUBLISHER. In this event, the material shall be deemed to be undelivered and the provisions of subparagraph (e)(1) of this paragraph shall continue to apply.

(3) If any of the raw materials described in Paragraph 2 is delivered after the specified delivery date and fails to conform to the requirements of Paragraph 2, the BOARD shall notify the PUBLISHER of such lack of conformance and delivery delay and, at BOARD option, do either of the following:

(A) The BOARD may cause such defective material to conform to the required specifications. Upon receipt of notice from the BOARD, the PUBLISHER shall pay the actual cost of conforming the material plus pay the amount of liquidated damages computed as if the defective material had been delivered on the date that it was finally conformed to the requirements of Paragraph 2.

(B) The BOARD may return the defective material to the PUBLISHER. In this event, the material shall be deemed undelivered and liquidated damages shall continue to accrue as provided in subparagraph (e)(1) of this paragraph.

(4) With respect to the options described in subparagraphs (e)(2)(A) and (e)(3)(A) of this paragraph, the BOARD shall exercise diligence in causing the defective materials to conform to the required specifications as soon as possible.

6. Sales and Use Tax. Immediately upon acquisition of any film negatives or positives which are to be furnished by the PUBLISHER to the BOARD, the PUBLISHER shall notify the California State Board of Equalization that the film is tangible personal property leased by the PUBLISHER to the BOARD in substantially the same form as acquired by the PUBLISHER (lessor). The PUBLISHER shall pay the California State Board of Equalization any sales or use taxes required by the Provisions of Revenue and Taxation Code Sections 6010(e)(5) and 6006(g)(5) and Ruling No.70(c)(2)(F) which states, "If tax is not paid at the time the property is acquired, and the lessor desires to pay tax measured by the purchase price, it must be reported and paid with the return of the lessor for the period during which the property is first placed in rental service."

If the PUBLISHER uses his or her own plant facilities to produce the film positives or negatives supplied under Option A of this Agreement, the publisher shall be liable for any and all sales or use taxes which might become due and owing the California State Board of Equalization as a result of any film leasing fees and royalties paid to the PUBLISHER by the BOARD pursuant to the terms of this Agreement.

If the PUBLISHER fails timely to so inform the California State Board of Equalization and pay any required sales or use taxes, the PUBLISHER shall be liable for any and all sales or use taxes which might become due and owing the California State Board of Equalization as a result of any film leasing fees and royalties paid to the PUBLISHER by the BOARD pursuant to the terms of this Agreement.

7. Distribution During, and After Close of, the Adoption Period. In addition to distribution of instructional materials through operation of the State Instructional Materials Fund, the BOARD shall have the right to sell instructional materials to any person or entity described in Education Code Section 60310. After the close of the adoption period, the BOARD, and any school district governing board, shall have the right to donate, sell, distribute or otherwise dispose of any remaining undistributed obsolete or surplus instructional materials as authorized by law in effect at that time. Except as provided in Education Code Section 60513, such disposition of instructional materials shall be completed without payment of royalty to the PUBLISHER.

8. Handicapped Minors. The right to print and publish as conveyed by the PUBLISHER to the BOARD in this Agreement shall include the right to transcribe and reproduce materials in Braille, large print, recordings or other media for use by handicapped minors, including the visually impaired unable to use the materials in conventional print form. Such right shall include those corrections, revisions, editorial changes, deletions, format alterations and other similar modifications as required for the use of handicapped minors, including the visually impaired. Such right shall also be provided by the PUBLISHER to the BOARD free from royalty, license or lease charges.

9. Free Teacher Editions or Teacher Guides. If the PUBLISHER provides free teacher editions or teacher guides anywhere in the United States to accompany the pupil texts which are acquired by the BOARD under Option A, the PUBLISHER must also provide free teacher editions or teacher guides to the BOARD to accompany pupil texts acquired by the BOARD under Option A. Upon notification by the BOARD or by the State Department of Education, the PUBLISHER shall deliver to the State Textbook Warehouse free teacher editions in a quantity of up to one free teacher edition or teacher guide for every twenty five pupil editions acquired by the BOARD under Option A. The free teacher materials shall be delivered by the PUBLISHER within 45 days of receipt of notification from the BOARD or the State Department of Education. The PUBLISHER shall pay all freight charges for the delivery of the free teacher materials.

10. Exceptions and Special Provisions. None.

OPTION B - PURCHASE OF COMPLETED PRINTED MATERIALS

1. Purchase of Printed Instructional Materials. The BOARD shall purchase instructional materials from the PUBLISHER by purchase orders given to the PUBLISHER from time to time by the State Department of Education. The PUBLISHER shall sell to the BOARD for use by the BOARD as permitted by law and by this Agreement, such quantities of completed printed instructional materials as the BOARD deems necessary for use in California schools.

2. Consideration. The BOARD shall pay to the PUBLISHER, out of money made available by law for such purpose, in the manner and at the times set forth in this Agreement, the amounts listed for materials ordered by the BOARD under this Agreement and delivered to a California school: the price per copy, f.o.b. destination in California, including sales or use tax and all costs of transportation as set forth in the Instructional Materials Bid in respect to each item the BOARD elects to purchase in completed form under this option.

   The PUBLISHER shall identify and add any additional tax on billings to the BOARD for materials delivered to destinations in counties which, in addition to state and uniform local tax, require a sales, use, transactions, or special purpose tax.

3. Specifications for Books. Books furnished and delivered to the BOARD by the PUBLISHER shall conform to the following requirements:

   (a) The books shall, in all respects, conform to, and be of the same quality of workmanship as, the samples of the respective books submitted by the PUBLISHER to the State Department of Education, except that the books shall also include all revisions required by the BOARD pursuant to Paragraphs 4 and 5 of Option B of this Agreement.

   (b) The books shall be manufactured in accordance with the official minimum standards and specifications for textbooks published by the National Association of State Textbook Administrators, in consultation with the Association of American Publishers and the Book Manufacturer's Institute, in effect on the date of manufacture. If the minimum standards and specifications should be changed during the term of this Agreement, the PUBLISHER shall, upon request by the BOARD, as approved by the Department of General Services, supply books which meet the minimum standards and specifications as changed. Any request by the BOARD pursuant to this section shall be submitted to the PUBLISHER at least one year prior to the date when books which meet the minimum standards and specifications as changed are to be available for delivery.

   Should the PUBLISHER be required to make changes in books pursuant to this section, upon receipt of supporting evidence from the PUBLISHER, the BOARD shall adjust the price per copy payable by the BOARD to reflect the cost per copy to the PUBLISHER for the manufacture of the books to conform to the minimum standards and specifications as changed.

4. Corrections and Revisions. The BOARD may require that the PUBLISHER make corrections, revisions, and additions to materials prior to the delivery of materials to California schools pursuant to this Agreement.

(a) In respect to corrections,revisions, and additions required by the BOARD for materials to be made available for delivery under the first purchase order submitted to the PUBLISHER pursuant to this Agreement, the BOARD shall give written notice to the PUBLISHER not later than 6 months prior to the delivery date for materials submitted on the first purchase order. The PUBLISHER shall make the corrections, revisions,and additions required by the BOARD and shall incorporate them in the materials prior to delivery under the first purchase order for the materials involved.

However, should the number of orders received by the State Department of Education fail to justify the economic feasibility of making such corrections, revisions, and additions, the BOARD may, without prejudice to the PUBLISHER, withdraw the material from the adoption and this Agreement.

(b) If the BOARD should require subsequent corrections, revisions,and additions to materials during the term of this Agreement, the BOARD shall give written notice to the PUBLISHER that corrections, revisions,and additions to a material must be made prior to the next scheduled biennial price adjustment for that material in order for the material to be considered at that time for retention on the state-adopted list pursuant to Education Code Section 60201(a).

5. Additions and Substitutions. The PUBLISHER may request that alternate formats and new edition substitutions for instructional materials listed in the attached Schedule of Instructional Materials of this Agreement be included into this Agreement. Changes to this Agreement pursuant to this section shall be effective on the date of written notice of approval from the State Department of Education to the PUBLISHER.

(a) Alternate Formats. An alternate format to an instructional material shall be added to this Agreement provided that:

(1) the PUBLISHER requests the addition in writing, with a price quotation, no later than two years prior to the adoption expiration date of the particular item to which the alternate format corresponds;

(2) the content, both in text and illustrations is identical to that in the format originally included in this Agreement; and

(3) the alternate format is in addition to, and not a substitution for, the format originally included in this Agreement.

(b) New Edition Substitutions. A new edition of an instructional material shall replace the original edition listed in this Agreement provided that:

(1) the PUBLISHER requests in writing that the new edition be substituted for the original edition,

(2) the changes contained in the new edition are minimal in order to allow the use of both the new edition and the old edition together in the same classroom; and

(3) the price of the original edition at the time of the request shall apply to the new edition substitution until the next allowable biennial price adjustment as scheduled for the original edition.

6. Free Materials. From time to time publishers/suppliers offer instructional materials at no charge to school districts that order their state adopted instructional materials programs. The PUBLISHER shall inform the State Department of Education of any such offerings of "free" materials as they become available so that all school districts may have the opportunity to take advantage of the offerings as mandated by Education Code section 60061 (the "Most Favored Nation" clause). All such materials offered by the PUBLISHER at no charge to school districts in conjunction with the purchase of state adopted instructional materials must pass legal compliance review at the state level.

7. Book Labels. All pupil textbooks shall contain the uniform textbook label.

8. Orders for, and Delivery of, Materials. The PUBLISHER shall deliver in good condition the number of copies of materials specified in purchase orders given to the PUBLISHER pursuant to this Agreement.

   The State Department of Education shall issue a purchase order to the PUBLISHER at least 2 months (60 days) prior to the beginning of any period during which the Department shall require any copies of materials to be delivered.

   The PUBLISHER shall deliver the materials f.o.b. destination in California at the places and in the quantities specified by the State Department of Education within 2 months (60 days) of receipt of a purchase order.

9. Payment. Payment of the purchase price for materials mentioned in any purchase order shall be made as soon as state fiscal procedures will permit following the completion of the delivery of all the materials covered by a purchase order and the receipt by the State Department of Education of an invoice from the PUBLISHER for the materials.

10. Exchange Price Allowance. In accordance with Education Code Section 60061(a) (the "Most Favored Nation" clause), for each material for which an exchange price allowance is offered by the PUBLISHER to any other state or school district in the United States, the PUBLISHER shall offer an exchange price allowance to the BOARD that is equal to the highest exchange price allowance offered by the PUBLISHER anywhere in the United States. The amount of the applicable exchange price allowance shall be provided by the PUBLISHER to the BOARD according to procedures established by the State Department of Education.

11. Direct Purchases. All of the General Provisions and the terms and conditions of this Option B shall also apply with respect to any orders placed pursuant to Education Code Section 60310 and 60242(b)(1).

12. Failure to Perform Damages. The failure of the PUBLISHER to perform under the term of this Agreement by late or non-delivery of materials or the discontinuation to supply materials without prior BOARD approval and the delivery of unauthorized materials will disrupt and delay the intent of the BOARD and the California school educational process causing loss and damage to the State, the BOARD, California school students and the public

interest. It is difficult to assess and fix the actual damages incurred due to the failure of the PUBLISHER to perform. The BOARD and the PUBLISHER agree, therefore, that the PUBLISHER will comply with any of the following requirements made by the BOARD pursuant to this section as compensating or liquidated damages and not as penalties.

(a) Delivery of Unauthorized Materials. For purposes of this paragraph, unauthorized materials are those that do not appear in exact description and terms in the attached Schedule of Instructional Materials of this Agreement or are materials that have not been approved for delivery to California schools under the term of this Agreement in written notice to the PUBLISHER from the BOARD or the State Department of Education.

Should the PUBLISHER deliver unauthorized materials to California schools, upon written notice from the BOARD, the PUBLISHER shall:

(1) withdraw the delivered unauthorized materials from the California schools;

(2) replace the unauthorized material that is withdrawn with authorized material that is comparable in subject matter, quality, quantity and price in the California schools;

(3) incur all costs of transportation or any other costs involved to complete the transactions of withdrawing and replacing unauthorized materials; and

(4) complete the transactions of withdrawing unauthorized material and replacing it in California schools with comparable authorized material within 60 days of the receipt of written notice from the BOARD.

(b) Late Delivery or Non-delivery. Should the PUBLISHER fail to deliver materials within 60 days of the receipt of a purchase order from the State Department of Education and the PUBLISHER had not received prior written approval from the BOARD for such a delay in delivery, the BOARD may withhold from any payments owed to the PUBLISHER, the amount of 2% of the total payments owed for each day each title on the purchase order is delayed beyond 60 days. Pursuant to this section, the maximum dollar amount that shall be withheld by the BOARD from payments owed to the PUBLISHER from any individual purchase order shall be twenty-thousand dollars ($20,000). Should the BOARD take such action, the BOARD shall give the PUBLISHER written notification of the delivery delay and the date commencing the accrual of dollar amounts to be withheld from payments owed to the PUBLISHER. Upon notification from California schools of the delivery of the material, the BOARD shall send a final written notice to the PUBLISHER. This notice shall indicate the ending date of the accrual period and the total dollar amount that the BOARD shall withhold from payments owed to the PUBLISHER as liquidated damages.

(c) Discontinuation of Materials. A discontinuation of a material before its adoption expiration date may cause a hardship on California schools by limiting the re-order availability of components necessary for the use of instructional material sets or programs. Should the PUBLISHER discontinue to supply a material before its adoption expiration date without prior written approval from the BOARD, upon receipt of written notice from the BOARD, the PUBLISHER shall buy back all components of the instructional material program, set, or system in which the discontinued item was designed to be used from all California schools having received the material program, set, or system within the adoption period of the material program, set, or system. The PUBLISHER shall buy back the material program, set, or system at the price in effect pursuant to this Agreement at the time the particular material from the program, set, or system is discontinued.

13. Title to Materials. Title to the materials delivered under this Agreement shall pass to the BOARD upon delivery of the materials to California schools and not before. In the event that after the materials are delivered, the BOARD shall discover any defects in any of the materials or shall discover that any of the materials do not conform to the specifications in Paragraphs 3 and 4 of Option B, the PUBLISHER shall promptly replace the defective or nonconforming materials with those having no defects and which comply with the required specifications.

14. Handicapped Minors. This Agreement shall include the right to transcribe and reproduce the materials in Braille, large print, recordings or other media for use by handicapped minors, including the visually impaired unable to use the materials in conventional print form. Such right shall include those corrections, revisions, editorial changes, deletions, format alterations, and other similar modifications as required for use by handicapped minors, including the visually impaired. Such right shall also be provided by the PUBLISHER to the BOARD free from royalty, license or lease charges.

15. Exceptions and Special Provisions. None.

This Agreement consists of these 15 numbered pages and the following attachments as indicated by check marks:

[X] Schedule of Instructional Materials

The BOARD and the PUBLISHER have each caused this Agreement to be executed in quadruplicate by their respective duly authorized representatives.

STATE BOARD OF EDUCATION
OF THE STATE OF CALIFORNIA

by _____
President

_____
Publisher

by _____
typed name of officer and title

_____
signature of officer

_____
Witness

ATTACHMENT #8

SAMPLE COPY OF "STATEMENT OF PUBLISHER SUBMITTING BOOKS FOR ADOPTION"

(In the interest of efficiency, the completion of "Statement of Textbook Specification" forms will not be required at this time. The completion of these additional forms will be required if the state prints the publishers' materials.)

Office of Curriculum Framework
and Textbook Development

October 1986

FORM 8 STATE OF CALIFORNIA
Department of Education

(Administrative Unit)

STATEMENT OF PUBLISHER SUBMITTING BOOKS FOR ADOPTION

One copy of this form signed by an official of the Publishing Company submitting books for adoption must be attached to the inside front cover of at least one official sample textbook submitted, plus additional copies when requested by the adopting agency.

Name of publisher _____

Address _____

Title offered for adoption _____

Printing symbol as shown in book _____ Copyright & edition _____

CLASS OF TEXTBOOK:

A___B___C___D___E___F___AA___BB___CC___ College___Meets MSST College___Does not meet MSST

Grades 9-12 only, Class I ___ II ___

Bulk_____; (Page Trim Size) Width_____Height_____

PAPER:

Basis Weight _____ lbs. Caliper of paper if signatures exceed 32 pages_____

PRINTING:

Margins: back _____" head _____" front _____ foot _____

BINDING:

Number of pages (total) _____ Pages to signature _____

Endsheet: _____ lbs

Inserts: Number ___ Single leaf ___ Double spread ___ On guard ___ Stitched in ___ Sewed in ___

Transparent Overlays: Number_____ Heatsealed_____ Adhesive_____ Wired_____ On guard _____ Stitched in _____ Sewed in _____

Reinforcements: Visible drill joints _____ Concealed muslin joints _____

Binding Method: Sewed ___ Stitched ___ Adhesive* ___

Wires: none _____ side _____ saddle _____

Lining-up: Supers: Number _____ Material construction, Super extending over both joints: tape ___ plain ___ other ___ Super extending from joint to joint: tape ___ plain ___ other _____

Cover Boards: Thickness in points _____

Cover Material: Woven fabric manufacturer's group designation _____

Non-woven: Type II _____ III _____

Cover Material: Non-consumable soft-cover texts, Class AA _____ BB _____ CC _____

Other _____

Cover Printing and Cover Illustrations:

Stamped _____ Silk Screened _____ Lithographed _____

SPECIAL FEATURES _____

The undersigned publisher submitting the textbook stated herein certifies (on the basis of tests of materials in their original conditions and in respect to the mechanical specifications employed in manufacture) that the filed sample conforms in every respect to the Manufacturing Standards and Specifications for Textbooks in the State of California [illegible]

Signed _____
Publishing Company

Date _____ 19_____ By _____
Officer of Publishing Company, Title

* Temporary, Supplemental Adoption

Revised 7/86

FORM B continued

WARRANTY OF PUBLISHER

And the undersigned publisher agrees, in the event the contract for supplying the text-book listed herein is awarded to it, that:

OFFICIAL SAMPLE CONFORMS; TEXTS SUPPLIED WILL CONFORM

1 The official sample conforms to or exceeds in every particular the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, and that all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will likewise conform to or exceed these same specifications.

OFFICIAL SAMPLE DOES NOT CONFORM; TEXTS SUPPLIED WILL CONFORM

2 Although the official sample deviates in certain particulars delineated herein from the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, all copies subsequently furnished under such contract will conform to or exceed every specification.

OFFICIAL SAMPLE CONFORMS EXCEPT FOR STATED DEVIATIONS; TEXTS SUPPLIED WILL CONFORM EXCEPT FOR STATED DEVIATIONS

3 The official sample conforms to or exceeds every specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, except for those deviations expressly delineated herein, and all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will conform to or exceed every specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments except for those expressly delineated and accepted by the adopting agency.

OFFICIAL SAMPLE DOES NOT CONFORM; TEXTS SUPPLIED WILL NOT CONFORM

4 Neither the official sample, nor copies subsequently furnished under such contract, will conform to any particular specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, although all copies furnished under such contract will be identical to or the equivalent of the original sample.

The undersigned publisher agrees to be bound under clause One (X), ~~Xxxx/xxx Xxxx/xxx/xxx/xxx/xxx~~ of this warranty. The publisher shall furnish to the State for appropriate testing, when requested, samples of materials used in this publication.

Signed _____
Publishing Company

By _____
Officer of Company, Title

Date _____

ATTACHMENT #9

SAMPLE COPY OF "PRICE QUOTATION ON INSTRUCTIONAL MATERIALS"

("BID" FORM)

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

FORM PIXT-10
RUN DATE:

PRICE QUOTATION ON INSTRUCTIONAL MATERIALS
CALIFORNIA STATE DEPARTMENT OF EDUCATION
EFFECTIVE DATE - JULY 1, 19

PAGE

MATERIAL TYPE -

SUBJECT -

CONTACT NAME

TYPED NAME AND TITLE OF OFFICER

TITLE

SIGNATURE OF OFFICER

(AREA CODE) TELEPHONE NUMBER

CA SALES TAX PERMIT NO. OR "NONE"

DATE

STATE ID NO	COPY-RIGHT YEAR	GRADE LEVEL	PUBLISHER ID NUMBER	ITEM COST - UNIT PRICE	ITEM COST - FREIGHT FOB DESTINATION	ITEM COST - SALES TAX	ITEM COST - TOTAL COST	FREE TCHR EDIT 25-1	STATE PRINTING - LICENSE TO PRINT	STATE PRINTING - FILM LEASE PRICE
TITLE(S) AND AUTHOR(S)										

1-6

PLEASE TYPE RATES BETWEEN ASTERISKS
* * * PRICES IN EFFECT 7/1/ THROUGH 6/30/ * * *

ATTACHMENT #10

PAYMENT APPROVAL PROCESS AND PROCEDURES

Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

CALIFORNIA STATE DEPARTMENT OF EDUCATION
721 Capitol Mall
Sacramento, CA 95814-4785

Bill Honig
Superintendent
of Public Instruction

October 1986

TO: Publishers/Producers under Contract to Supply Instructional Materials to California Schools

FROM: Joseph P. Barankin, Chief
Special Purpose Program Fiscal Services
Local Assistance Bureau

SUBJECT: INSTRUCTIONAL MATERIALS PAYMENT APPROVAL PROCESS AND PROCEDURES (FOR STATE CREDIT ORDERS ONLY)

The Department of Education receives telephone and mail inquiries daily from publishers/producers concerning payment for the instructional materials supplied to California schools. Upon researching a delay in payment, we frequently find that a school district has not yet returned a signed receipt for shipped materials.

In order to expedite publisher payments, we have implemented a computer tracing system to facilitate the prompt return of districts' receipts for ordered materials. If districts do not promptly return their original receipt verifications, we send "follow up" Transmittal Notices as further requests for signed delivery receipts.

Under the Transmittal Notice system, a "Reminder Notice" is sent if a purchase order is over 60 days old, a complete billing has been received from the publisher and we have not received a verification of delivery from the school district. The "Reminder Notice" requests a written reason from the school district as to why we have not received shipment verification. (Please note that we will promptly process payment approvals if all necessary documents are received in good order anytime before the 60 day period.) If needed, a "Final Notice" is sent 30 days after the "Reminder Notice". This notice gives the district ten days to respond; if no response is received from the district within that time, payment to the publisher is approved by the Textbook Distribution Unit without a signed receipt from the school district.

Vendor cooperation is needed in order to implement our computerized system and to efficiently process vendor payment approvals through this office. Please incorporate the following directions into your procedures for processing invoices for California state purchase orders.

Submission of Invoices and Credit Memos

- Supply the following information on all invoices and credit memos:

  (1) The eleven-digit California state purchase order number.

  (2) Name of school district EXACTLY as shown in the "ship-to" space on the purchase order.

  (3) Date material was shipped.

  (4) Title, quantity, unit price, and net price for only adopted or approved materials.

- In addition to the above, submit the following information on all credit memos:

  (1) A reference invoice number.

  (2) Reason why a credit is being issued against the purchase order.

  Please note: All the above information is required in order to implement our automated system. Invoices and credit memos without the requested information will be returned to publishers unprocessed.

- Submit invoices and credit memos in triplicate.

- Submit invoice(s) after all materials listed on an individual district's purchase order have been shipped. Payments for California state purchase orders will not be processed for approval through this office until all the materials on an individual district's purchase order have been shipped and billed.

- The prices for state adopted materials listed on state Price List and Order Forms include shipping charges and 6% sales tax. Districts in the following counties must pay an additional 1/2% for transit tax: Alameda (01), Contra Costa (07), Los Angeles (19), San Francisco (38), San Mateo (41), and Santa Cruz (44). You can calculate this 1/2% additional tax by multiplying your total cost by .00472.

  As of April 1, 1985, districts in Santa Clara County (43), must pay a 1% transit tax (instead of 1/2%). You can calculate this additonal 1% (over the 6% tax) by multiplying the total order cost by .00943.

  Direct order districts in these counties must pay this additional tax when paying publishers directly. The state will automatically calculate and add this additional tax on orders from districts in these counties that order through the state credit ordering system. Publishers with student textbooks in adoption in California must invoice and collect the additional taxes and pay it to the State Board of Equalization.

Return of Materials by School Districts

It is becoming more and more difficult for our office to process credit to school districts for materials returned to publishers. This is due to the length of time taken by school districts to return materials and by publishers to forward credit memos to this office. Publishers have urged us to instruct school district personnel that if they wish to return materials, they should do so within 90 days of receipt. We have notified school districts of this policy and have incorporated it into our processing procedures. We now find, however, that many publishers are not enforcing the 90 day return policy. The following guidelines are provided to vendors in order to facilitate the processing of school district credit for returned materials:

- Submit all credits for returned materials which were originally ordered through state purchase orders to the Textbook Distribution Unit. Never send these credits directly to school district addresses.

- Approve only those return requests which are submitted by school districts within 90 days of receipt of materials. Exceptions may be made during the summer months when school district personnel are not available to "check in" materials; however, publishers should limit approvals for return requests to those received within 120 days after delivery.

- If you are required by statute to maintain a California depository, all materials being returned to you at school district or state expense will be shipped to your California depository. Please provide this information to districts with your return instructions.

- Submit credit memos to this office as soon as possible after returned materials are received from school districts.

- Do not exchange materials that are listed on California state purchase orders. Billings for such exchanges cannot be paid and will be returned to the vendor.

Publishers have frequently voiced concern over the length of time needed to process payment approvals through the Department. The Department administration is equally concerned; we have adjusted our procedures to facilitate payment approvals and are continually striving to improve our system. Our system improvements, however, depend on vendor cooperation. Incorporating the directions supplied in this memo into your invoicing procedures for California state purchase orders will facilitate a more efficient state process and more timely payments to your company.

Billing Address and Contact Persons

Various offices in the Department of Education submit purchase orders to publishers/producers throughout the United States. Each office has its own payment approval process. Many of the invoices are sent to the wrong address, causing a delay in payment to the vendor. Purchase orders submitted by the Textbook Distribution Unit should be invoiced to the address listed below:

State Department of Education
Textbook Distribution Unit
P.O. Box 944272
Sacramento, CA 94244-2720

Listed below are the names of people to contact regarding the payment approval process.

Rhani Bunker	(916)323-2590	Contracts
Vernice Challberg	323-2616	Warehouse Orders/Returns
Katherine Riddle	323-2599	Publisher Orders
Nora Trujillo	323-2591	Petition Orders

PLEASE ASSIST US BY FORWARDING ALL PAGES OF THIS CORRESPONDENCE TO THE PERSONNEL WHO ARE RESPONSIBLE FOR BILLING AND CREDITING STATE ORDERS IN THE INVOICING/ACCOUNTS RECEIVABLE AND CUSTOMER SERVICE DEPARTMENTS.

85 36 DE 13443 9 85 400

ATTACHMENT #11

STANDARDS FOR EVALUATION OF INSTRUCTIONAL MATERIALS WITH RESPECT TO SOCIAL CONTENT

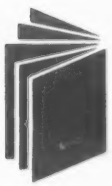
Office of Curriculum Framework
and Textbook Development

October, 1986

CALIFORNIA STATE DEPARTMENT OF EDUCATION
Bill Honig - Superintendent of Public Instruction

Standards for Evaluation of Instructional Materials with Respect to Social Content

1986 Edition



Prepared by the
Curriculum Framework and Textbook
Development Unit

1194

Publishing Information

This document, which was approved by the California State Board of Education on January 10, 1986, was prepared by the Curriculum Framework and Textbook Development Unit. The document was edited and prepared for photo-offset production by the Bureau of Publications; published by the California State Department of Education, 721 Capitol Mall, P.O. Box 944272, Sacramento, CA 94244-2720; and distributed under the provisions of the Library Distribution Act and *Government Code* Section 11096.

Copies of this publication are available for $2.25, plus sales tax for California residents, from Publications Sales, California State Department of Education, P.O. Box 271, Sacramento, CA 95802-0271. A partial list of publications available from the Department of Education appears on page 8 of this document. A complete list of publications which are available from the Department, "Selected Publications of the California State Department of Education," may be obtained by writing to the address listed above.

Foreword

Over the last four years, we have been engaged in a statewide effort to upgrade the quality of textbooks and instructional materials used by California students. Through this effort we have focused on adding a new rigor and accuracy to the material presented and on ensuring that the content of the materials reflects the values, ideals, and positive accomplishments of our society.

It is important that the instructional materials used in our schools portray in a realistic manner those standards promoted in this document: democratic values, cultural pluralism, and the diversity of our population.

We are confident that these revised *Standards for Evaluation of Instructional Materials with Respect to Social Content* will enhance our ability to provide students in this state with high quality textbooks and instructional materials.

DAVID T. ROMERO
President, State Board of Education

BILL HONIG
Superintendent of Public Instruction

Preface

The *Standards for Evaluation of Instructional Materials with Respect to Social Content* have been revised to address pertinent issues and edited to provide clarity and conciseness in interpreting *Education Code* sections 60040—60044 and State Board policy. These standards are intended for use by Legal Compliance Committees in reviewing instructional materials for possible adoption and use in California public schools. The standards may also be used as a guide by publishers in the development of instructional materials and by school districts in reviewing instructional materials.

The Department recognizes the valuable suggestions and input provided by Board member John L. Ward and former Board members Sandra J. Boese and Daniel M. Chernow. Ruth Hadley, Chairperson of the Legal Compliance Committee, and Maritza Giberga, Coordinator of Legal Compliance, are also commended for their work in the revision of this document.

We believe that these standards will provide direction and guidance to publishers, members of the public, and educators in their efforts to foster understanding and respect of all people, regardless of their age, sex, heritage, or handicap.

JAMES R. SMITH
Deputy Superintendent
Curriculum and Instructional Leadership

FRANCIE ALEXANDER
Associate Superintendent and Director, Curriculum, Instruction, and Assessment Division

Standards for Evaluation of Instructional Materials with Respect to Social Content

Research has documented that the interests, prejudices, and ideas children develop as they mature are influenced directly by everything they see and hear. Since much of a child's early development takes place in school, instructional materials used there will contribute to the positive or negative effect of the school experience. The Legislature recognized the vital role of instructional materials in the formation of a child's attitudes and beliefs when it adopted *Education Code* sections 60040 through 60044 (see Appendix).

In addition to providing positive experiences and encouraging aspirations, instructional materials should provide an image of a pluralistic, multicultural society in which any member of any cultural group is looked on as a unique individual. The *Education Code* sections referred to in this document were intended to help dispel the erroneous stereotypes by emphasizing people in diverse, positive, and contributing roles that underscore the society in which we live. Neither *adverse reflections* nor *inappropriate portrayals* should occur in instructional materials to be used by students in California public schools.

Purpose of Standards

The laws as written require that instructional materials portray accurately the cultural and racial diversity and the male and female roles in our society and the contributions of minority groups and males and females to the development of U.S. and California society. These requirements imply that instructional materials must also help students to understand both the historical roles and contributions of women and minorities in other societies, the forces which shaped those roles and contributions, and how and why the contemporary American roles and contributions of women and minorities are different from those at other times and in other cultures.

Many evaluators are needed to review the very large number of instructional materials that are submitted for legal compliance with the various social content requirements specified in the *Education Code*. Evaluators must of necessity apply their individual judgments as to whether materials do in fact comply. The purpose of this document is to provide reasonable, systematic standards on which evaluators may base their judgments, so that the results of the evaluation process will be as consistent and as equitable as possible.

Education Code sections 60040 through 60044 do not include any references to age, disability, brand names, or nutrition. The standards in these areas represent policies of the State Board of Education and as such must also be considered by those who review for compliance. Policy areas are identified by date of Board approval instead of statutory code sections.

Special Circumstances

1. *Literary, historical, and cultural perspectives.* When examining instructional materials for adverse reflection or roles, an evaluator must make a qualitative judgment with respect to classical or contemporary literature (including folktales), music and art, or stories or articles having a particular historical or cultural perspective. In such cases, it may be inappropriate to require complete compliance with these guidelines. What might be considered adverse reflection or failure to portray appropriate roles should be judged in the context of high-quality literary works. Discussion material should be included in the teacher's edition indicating that, although a particular attitude toward women or a minority group was prevalent during a certain period in history, that attitude has changed or is in the process of change.
2. *Reference to humans.* Materials need not include references to human beings. For instance, math problems described solely in abstract terms or stories about animals without human attributes are perfectly acceptable in instructional materials but are outside the scope of these standards. Additionally, materials that contain references to children need not include references to adults, even though this omission may limit the scope of the roles and contributions that can be presented.
3. *Special purpose—limited portrayals.* Several kinds of circumstances make it necessary to modify specified requirements regarding proportion and balance of portrayals. These circumstances do not obviate the need for careful review for adverse reflection or derogatory references, but they do make it difficult to achieve the usual kind of required balance.
   a. *Narrow focus—limited scope and content.* An evaluator must consider the number of characters presented and the relationships among

them; if a material includes only three or four main characters, or if all of the main characters are members of the same family, it will obviously be unrealistic to expect protrayal of a wide diversity of ethnic groups or roles and contributions. If the setting is restricted to a limited locale, such as an inner-city ghetto or a sparsely settled desert region, the possibilities for showing a wide range of socioeconomic groups in a wide range of activities are necessarily limited. Materials with a narrow focus and/or limited portrayals should be clearly identified as such so that no false impressions are conveyed.

b. *Infrequent use.* The materials are designed to be used infrequently—example: a test to be administered only two or three times a year.

c. *Small group.* The materials are part of a small group of materials that are designed for a special purpose—example: an enrichment series of pamphlets with fewer than eight pamphlets per grade level.

d. *Audience.* The intended audience is other than students—example: parents.

e. *Ancillary materials.* These materials are part of the core program but are supportive and auxiliary to the basic program—example: workbooks, test booklets, transparencies, tapes, and slides.

4. *Series.* When conducting a compliance review of a series of instructional materials designed to be used as a basic program, an evaluator must judge each grade level individually, without regard to the content of any other component. However, it is important to consider certain exceptions referred to in "Special purpose" (above).

5. *Teachers' materials.* Evaluators must use these standards for reviewing both students' and teachers' materials. Two considerations are especially important in connection with teachers' material: (1) in no case may instructions in a teacher's edition designed to counteract noncompliant pictures or text in a student's edition be given any weight in the evaluation of the student's edition; and (2) instructions to the teacher for students' activities that could reasonably be expected to cause adverse reflection or represent roles inaccurately must be considered noncompliant even though they are not seen by the student.

Male and Female Roles

Education Code sections 60040(a) and 60044(a)

Purpose. To promote the individual development and self-esteem of each student, regardless of gender.

Method. By portraying people of both sexes in the full range of their human potential in all societal roles.

Applicability of Standards. The standards of adverse reflection and equal portrayal must be complied with in every instance. The remainder of the criteria require compliance where appropriate.

1. *Adverse reflection.* Descriptions, depictions, labels, or rejoinders which tend to demean, stereotype, or patronize males or females because of their sex must not appear.
2. *Equal portrayal.* Instructional materials containing reference to, or illustrations of, people must refer to or illustrate both sexes approximately evenly, in both number and importance, except as limited by accuracy or special purpose.
3. *Occupations.* If professional or executive occupations, parenting, trades, or other gainful employment is portrayed, men and women should be represented equally.
4. *Achievements.* Whenever an instructional material presents developments in history or current events, or achievements in art, science, or any other field, the contributions of women and men should be represented in approximately equal numbers.
5. *Mental and physical activities.* Mentally and physically active, creative, problem-solving roles, and success and failure in those roles, if such roles are depicted, should be divided approximately evenly between male and female characters.
6. *Traditional and nontraditional activities.* The number of traditional and nontraditional activities engaged in by characters of both sexes should be approximately even.
7. *Emotions.* The gamut of emotions e.g., fear, anger, tenderness—should occur randomly among characters, regardless of gender.
8. *Sexually neutral language.* Such terms as *people, men* and *women, pioneers,* and *they* should generally be used to avoid the apparent exclusion of females or males.
9. *Parenting activities.* Both sexes should be portrayed in nurturing roles with their families. Emphasis should be given to the responsibility of parenting.

Ethnic and Cultural Groups

Education Code sections 60040(b) and 60044(a)

Purpose. To project the cultural diversity of our society, instill in each child a sense of pride in his or her heritage, develop a feeling of self-worth related to equality of opportunity, eradicate the bases of prejudice, and thereby encourage the optimum individual development of each student.

Method. By including a fair representation of majority and minority group characters portrayed in a wide variety of occupational and behavioral roles, including cultural and artistic.

Applicability of Standards. The word *group* as used in these standards refers generally to one of those cultural and social groups named in *Education Code* Section 60040: "American Indians, American Negroes, Mexican Americans, Asian Americans, European Americans, and members of other ethnic and cultural groups." Current federal and state reporting guidelines for affirmative action and other similiar programs use a different type of classification. However, since any racial, ethnic, or cultural groups can be fitted into those listed in the *Education Code,* that code section will remain the basis for implementation of these guidelines.

All of the following standards apply to all instructional materials that depict contemporary U.S. or California society or any unidentifiable society. In addition, standards number 1, 2, and 3 apply to all materials that depict any contemporary society outside the United States, subject to Standard 1 under "Special Circumstances" concerning certain perspectives regarding literature, music, art, history, or other cultures; and Standard 3 concerning certain kinds of limited portrayals.

The standards of adverse reflection and equal portrayal must be complied with in every instance. The remainder of the criteria require compliance where appropriate.

1. *Adverse reflection.* Descriptions, depictions, labels, or rejoinders which tend to demean, stereotype, or patronize minority groups must not occur.
2. *Proportion of portrayals.* Instructional materials containing references to, or illustrations of, people must portray accurately, to the extent possible, the roles and contributions of a fair proportion of diverse ethnic groups, and especially those groups included in the statute (Section 60040(b)).
3. *Customs and life-styles.* When diverse ethnic or cultural groups are portrayed, portrayals must not depict differences in customs or life-styles as undesirable and must not reflect an adverse value of such differences.
4. *Occupations.* If professional or executive roles, trade jobs, or other gainful occupations are portrayed, majority and minority groups should be presented therein in fair proportion.
5. *Socioeconomic settings.* Minority persons should be depicted in the same range of socioeconomic settings as are persons of the majority group.
6. *Achievements.* Whenever developments in history or current events, or achievements in art, science, or other fields, are presented, the contributions of minority people, and particularly the identification of prominent minority persons, should be included and discussed, when historically accurate.
7. *Mental and physical activities.* Mentally active, creative, and problem-solving roles, and success and failure in those roles, should be divided in fair proportion between majority and minority group characters.
8. *Traditional and nontraditional activities.* The portrayal of minority characters engaged in activities which have traditionally been viewed as typical of their culture should be balanced by portrayal of such characters engaged in other less traditionally recognized activities.
9. *Root culture.* Depiction of diverse ethnic and cultural groups should not be limited to their root cultures (traditional activities associated with ancestral culture), but rather must include such groups within the mainstream of U.S. life and must identify them as Americans.

Older Persons and the Aging Process

Approved by the State Board of Education
on July 12, 1979

Purpose. To promote the development of a healthy perception of older people and a concept of the aging process as a natural phenomenon.

Method. By depicting the involvement, activities, and contributions of older persons as a vital part of society.

Applicability of Standards. The standards of adverse reflection and equal portrayal must be complied with in every instance. The remainder of the criteria require compliance where appropriate.

1. *Adverse reflection.* Descriptions, depictions, labels, or rejoinders that tend to demean, stereotype, or patronize older persons must not appear.
2. *Proportion of portrayals.* Instructional materials containing references to, or illustrations of, usual human activities must include older persons, except as limited by accuracy or special purpose.
3. *Roles.* The presentation of older persons in instructional materials should not, except as is necessary to identify them as older persons, be significantly different from the portrayal of people of other age groups.
4. *Aging process.* When it is appropriate, the aging process should be pictured as a continuous process spanning the entire lifetime.

Disabled Persons

Approved by the State Board of Education
on July 12, 1979

Purpose. To promote the development in students of a perception of disabled persons that is clear and undistorted, untinged by fear, distrust, loathing, amusement, ridicule, contempt, or pity.

Method. By depicting the involvement, activities, and contributions of disabled persons as an integral part of society.

Applicability of Standards. The standards of adverse reflection and equal portrayal must be complied with in every instance. The remainder of the criteria require compliance where appropriate.

Evaluators should note that whether a disability is temporary or permanent is of no particular significance. In programs for the disabled, a disability is a disability, regardless of duration.

1. *Adverse reflection.* Descriptions, depictions, labels, or rejoinders which tend to demean, stereotype, or patronize disabled persons must not appear.
2. *Proportion of portrayals.* Instructional materials which depict a broad range of human activities must include some representations of disabled persons, except as limited by special purpose or the need for accuracy.
3. *Roles.* The presentation of disabled persons in instructional materials should not, except as is necessary to identify them as disabled, be significantly different from the portrayal of nondisabled persons.
4. *Emotions.* Materials should not convey the impression that physically disabled people are "different" in their emotions or their ability to love and be loved.
5. *Achievements.* When developments in history or current events, or achievements in art, science, or any other field, are presented, the contributions of disabled persons must be included when it is appropriate and historically accurate to do so.

Entrepreneur and Labor

Education Code sections 60040(c) and 60044(a)

Purpose. To develop in students an unbiased view of the functions of each of these two groups in American society.

Method. By presenting, when appropriate, a balanced picture of the roles of entrepreneurs, managers, and labor, as represented by workers and their organizations, in the American free enterprise system.

Applicability of Standards. The standard of adverse reflection must be complied with in every instance. The remainder of the criteria require compliance where appropriate.

1. *Adverse reflection.* References or labels which tend to demean, stereotype, or patronize any persons engaged in any particular occupation or vocation, whether essentially entrepreneur, management, or labor, must not appear.
2. *Roles.* Accurate reference should be made to the role and contribution of the entrepreneur and labor in the total development of California and the United States.

Religion

Education Code Section 60044(a) and (b)

Purpose. To enable all students to become aware of and accepting of religious diversity while at the same time being allowed to remain secure in any religious beliefs they may already have.

Method. By depicting, when appropriate, the diversity of religious beliefs held in U.S. and California society, as well as other societies, without displaying bias for or against any of those beliefs or against religious beliefs in general.

Applicability of Standards. Since these standards are derived to a degree from the U.S. and the California constitutions, and are closely related to the requirements concerning the portrayal of cultural diversity, they all require strict compliance.

These standards should not be construed to mean that the mere depiction of religion constitutes indoctrination. Religious music and art, for instance, may be included in instructional materials when appropriate.

1. *Adverse reflection.* No religious belief or practice may be held up to ridicule nor any religious group portrayed as inferior.
2. *Indoctrination.* Any explanation or description of a religious belief or practice should be presented in a manner which neither encourages nor discourages belief nor indoctrinates the student in any particular religious belief.
3. *Diversity.* Portrayals of contemporary U.S. society should, where religion is discussed or depicted, reflect its religious diversity.

Ecology and Environment

Education Code Section 60041(a)

Purpose. To develop in all students a sense of responsibility for the protection and improvement, insofar as possible and feasible, of the natural environment of this planet.

Method. By emphasizing, whenever appropriate, issues that relate to ecology and the environment and what ordinary citizens can do to contribute to the resolution of those issues.

Applicability of Standards. This requirement is applicable only "where appropriate." A piece of material could avoid any discussion or portrayal of the kind required by these standards and still comply under this section. It may be silent on these issues *provided* such silence does not positively imply that no problems exist in ecology or the environment.

1. *Ecology.* The interdependence of people and their environment should be represented.

2. *Environmental protection.* Responsibilities of human beings for creation and protection of a healthy environment should be given direct attention.
3. *Resource use.* Wise use of natural resources should be encouraged. In no case should the material depict (except as necessary to illustrate a point), nor encourage, nor condone waste of resources.

Dangerous Substances

Education Code Section 60041(b)

Purpose. To provide to all students knowledge and awareness of what constitutes the various uses and misuses of dangerous substances.
Method. By presenting factual data and realistic values relating to the use and misuse of dangerous substances.
Applicability of Standards. These standards require compliance where appropriate.

1. *Discouragement of use.* The use of tobacco, alcohol, narcotics, or restricted dangerous drugs, except as prescribed by a physician, must not be glamorized or encouraged by illustrations or text.
2. *Hazards of use.* Where references to, or illustrations of, the use of substances are included in other than an incidental manner, such as a passing reference to a character's taking cough medicine, or a classic short story referring to "father's pipe," the hazards of such use should be depicted or pointed out.

Thrift, Fire Prevention, and Humane Treatment of Animals and People

Education Code Section 60042

Purpose. To instill in all students certain basic values, particularly thrift and humane treatment, with fire prevention especially highlighted as a separate aspect of each of these values.
Method. By demonstrating the connection between these values and both everyday and extraordinary occurrences in human living and history.
Applicability of Standards. The negative mandates listed below require compliance in all cases; the positive mandates apply whenever appropriate. When making judgments on these standards, evaluators must consider the vast differences that have existed among different cultures and acceptable standards of humane behavior that existed during different historical periods.

1. *Waste.* Wasteful or wildly excessive behavior must not be encouraged nor glamorized.
2. *Fire hazards.* Practices and situations which constitute fire hazards must not be depicted, except for clarifying a point, nor condoned, nor encouraged.
3. *Inhumane treatment.* Physical abuse of adults, child abuse, violence, or other inhumane or depraved treatment of animals or people must not be depicted, except for purposes of clarifying a point, nor condoned, nor encouraged.
4. *Thrift.* The practice of thrift should be encouraged through illustrations and/or text.
5. *Fire prevention.* Methods of prevention, and fire safety rules in general, should be explained and their use encouraged through illustrations and/or text.
6. *Humane treatment.* Such treatment should be encouraged through illustrations and text, but historical instances of inhumane treatment of people (such as slavery or the Holocaust) should not be omitted or glossed over but should be depicted when appropriate.

Declaration of Independence and Constitution of the United States

Education Code Section 60043

This standard needs to be met only when it is appropriate to the comprehension of students at the level for which the material is designed. In addition, it applies only to instructional materials for social science, history, or civics classes.

1. The Declaration of Independence should be presented.
2. The Constitution of the United States should be included.
3. Patriotism, freedom, and free enterprise will be reviewed in the educational content of textbooks.

Brand Names and Corporate Logos

Approved by the State Board of Education on December 8, 1977

Purpose. To prevent unfair exposure for any privately produced product.
Method. By omission, whenever possible and feasible, of illustrations of, or references to, such private producers or their products.
Applicability of Standards. The two standards in this area require compliance where appropriate. They also require judgment concerning the "educational purpose" of the material or the segment of the materials involved, since "educational purpose" determines how the standards are to be applied.

These standards apply to all instructional materials that depict contemporary U.S. society. In representations of foreign societies, the standards apply to brand names, products, and logos familiar to the average American who has *not* traveled abroad.

1. *Use of any such depictions.* Instructional materials shall not contain illustrations of any identifiable

commercial brand names, products, or corporate or company logos unless such illustrations are necessary to the educational purpose of the instructional material and that purpose cannot be achieved without using such illustrations, or unless such illustrations are incidental to a scene of a general nature (example: Times Square, New York City).

2. *Prominent use of any one depiction.* These exceptions aside, if a brand name, representation, or company logo is illustrated, prominence shall not be given to any one brand or company unless, in turn, such illustration is necessary to the educational purpose of the instructional material and that purpose cannot be achieved without using such illustration (example: a Coca Cola sign in a foreign country, demonstrating social influence of American corporations abroad).

Diet and Exercise

Approved by the State Board of Education
on January 10, 1986

Purpose. To accustom students to seeing and dealing with representations of nutritious foods and to foster a positive attitude toward exercise.

Method. By emphasizing, when appropriate, foods of high nutritive value and regular exercise.

Applicability of Standards. The standards for this area require compliance when appropriate. They do not constitute an absolute prohibition against portrayal of foods of low nutritive value and the absence of exercise, but rather deal with the application of emphasis.

The relationship of diet and exercise to the overall health and well-being of children is well documented. So that children can attain optimal physical and mental development, a variety of opportunities to learn about good nutrition and exercise should be available. Instructional materials should provide appropriate reinforcement in *illustration* and *content*. Illustrations of foods in instructional materials should emphasize the selection of a variety of nutritious foods which are low in fat, salt, and sugar and high in fiber. Foods which contribute little other than calories should be minimized.

Appendix

Social Content Requirements of the *Education Code*

Portrayal of Cultural and Racial Diversity

60040. When adopting instructional materials for use in the schools, governing boards shall include only instructional materials which, in their determination, accurately portray the cultural and racial diversity of our society, including:

(a) The contributions of both men and women in all types of roles, including professional, vocational, and executive roles.
(b) The role and contributions of American Indians, American Negroes, Mexican Americans, Asian Americans, European Americans, and members of other ethnic and cultural groups to the total development of California and the United States.
(c) The role and contributions of the entrepreneur and labor in the total development of California and the United States.

Ecological Systems; Use of Tobacco, Alcohol, Drugs, and Other Dangerous Substances

60041. When adopting instructional materials for use in schools, governing boards shall include only instructional materials which accurately portray, whenever appropriate:

(a) Man's place in ecological systems and the necessity for the protection of our environment.
(b) The effects on the human system of the use of tobacco, alcohol, narcotics, and restricted dangerous drugs as defined in Section 11032 of the Health and Safety Code, and other dangerous substances.

Thrift, Fire Prevention, and Humane Treatment of Animals and People

60042. When adopting instructional materials for use in the schools, governing boards shall require such materials as they deem necessary and proper to encourage thrift, fire prevention, and the humane treatment of animals and people.

Declaration of Independence and Constitution of the United States

60043. When adopting instructional materials for use in the schools, governing boards shall require, when appropriate to the comprehension of pupils, that textbooks for social science, history, or civics classes contain the Declaration of Independence and the Constitution of the United States.

Prohibited Instructional Materials

60044. No instructional materials shall be adopted by any governing board for use in the schools which, in its determination, contain:

(a) Any matter reflecting adversely upon persons because of their race, color, creed, national origin, ancestry, sex, or occupation.
(b) Any sectarian or denomination doctrine or propaganda contrary to law.

Publications Available from the Department of Education

This publication is one of over 600 that are available from the California State Department of Education. Some of the more recent publications or those most widely used are the following:

Academic Honesty (1986)	$2.50
Administration of Maintenance and Operations in California School Districts (1986)	6.75
Apprenticeship and the Blue Collar System: Putting Women on the Right Track (1982)	10.00
Bilingual-Crosscultural Teacher Aides: A Resource Guide (1984)	3.50
Boating the Right Way (1985)	4.00
California Private School Directory	9.00
California Public School Directory	14.00
California Schools . . . Moving Up: Annual Status Report, 1985 (1986)	3.00
Career/Vocational Assessment of Secondary Students with Exceptional Needs (1983)	4.00
College Core Curriculum: University and College Opportunities Program Guide (1983)	2.25
Computer Applications Planning (1985)	5.00
Computers in Education: Goals and Content (1985)	2.50
Educational Software Preview Guide (1986)	2.00
Handbook for Planning an Effective Foreign Language Program (1985)	3.50
Handbook for Planning an Effective Mathematics Program (1982)	2.00
Handbook for Planning an Effective Reading Program (1983)	1.50
Handbook for Planning an Effective Writing Program (1986)	2.50
Handbook for Teaching Cantonese-Speaking Students (1984)	4.50
Handbook for Teaching Pilipino-Speaking Students (1986)	4.50
Handbook for Teaching Portuguese-Speaking Students (1983)	4.50
Handbook on California Education for Language Minority Parents—Chinese/English Edition (1985)	3.25*
History Social Science Framework for California Public Schools (1981)	2.25
Improving the Attractiveness of the K 12 Teaching Profession in California (1983)	3.25
Improving the Human Environment of Schools: Facilitation (1984)	5.50
Improving Writing in California Schools: Problems and Solutions (1983)	2.00
Individual Learning Programs for Limited-English-Proficient Students (1984)	3.50
Instructional Materials Approved for Legal Compliance (1984)	6.00
Instructional Materials Approved for Legal Compliance, 2nd Edition (1985)	6.00
Instructional Patterns: Curriculum for Parenthood Education (1985)	12.00
Manual of First-Aid Practices for School Bus Drivers (1983)	1.75
Martin Luther King, Jr., 1929—1968 (1983)	3.25
Mathematics Framework for California Public Schools (1985)	3.00
Model Curriculum Standards: Grades Nine Through Twelve (1985)	5.50
Practical Ideas for Teaching Writing as a Process (1986)	6.00
Program Guidelines for Severely Orthopedically Impaired Individuals (1985)	6.00
Raising Expectations: Model Graduation Requirements (1983)	2.75
Reading Framework for California Public Schools (1980)	1.75
School Attendance Improvement: A Blueprint for Action (1983)	2.75
Science Education for the 1980s (1982)	2.50
Science Framework for California Public Schools (1978)	3.00
Science Framework Addendum (1984)	3.00
Secondary School Program Quality Criteria (1985)	3.25
Selected Financial and Related Data for California Public Schools (1985)	3.00
Standards for Evaluation of Instructional Materials with Respect to Social Content (1986)	2.25
Studies on Immersion Education: A Collection for U.S. Educators (1984)	5.00
Trash Monster Environmental Education Kit (for grade six)	23.00
University and College Opportunities Handbook (1984)	3.25
Visual and Performing Arts Framework for California Public Schools (1982)	3.25
Wet 'n' Safe: Water and Boating Safety, Grades 4—6 (1983)	2.50
Wizard of Waste Environmental Education Kit (for grade three)	20.00
Work Permit Handbook (1985)	6.00
Young and Old Together: A Resource Directory of Intergenerational Resources (1985)	3.00

Orders should be directed to:

California State Department of Education
P.O. Box 271
Sacramento, CA 95802-0271

Remittance or purchase order must accompany order. Purchase orders without checks are accepted only from government agencies in California. Sales tax should be added to all orders from California purchasers.

A complete list of publications available from the Department, including apprenticeship instructional materials, may be obtained by writing to the address listed above.

A list of approximately 140 diskettes and accompanying manuals, available to members of the California Computing Consortium, may also be obtained by writing to the same address.

*The following editions are also available, at the same price: Armenian/English, Cambodian/English, Hmong/English, Korean/English, Laotian/English, Spanish/English, and Vietnamese/English.